



**REQUEST FOR PROPOSAL (RFP)  
TO OPERATE, MAINTAIN AND PROVIDE SERVICES AT  
JACINTO “TONY” SIQUIG  
NORTHSIDE COMMUNITY CENTER**

**Re-Release Date:** Monday, October 23, 2006

**Due Date:** Monday, November 20, 2006, 5:00 p.m.

***The following will not be accepted:** Late post-marked or late personal deliveries, and any faxed or emailed proposals. No exceptions.*

**Proposals should be hand-delivered to the following location:**

City of San José - Parks, Recreation and Neighborhood Services  
Community Services Division, Attn: Ellen Horstman  
200 E. Santa Clara Street, 9<sup>th</sup> Floor Tower  
San José, CA 95113-1905

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## **I. INTRODUCTION**

Revisions have been made to this Request for Proposal (“RFP”) from the prior Request for Proposal originally issued on March 6, 2006 and amended on April 24, 2006 and August 11, 2006 (“Prior RFP”). All potential applicants are encouraged to review the entire document.

Some of the key process and specification changes from the Prior RFP are as follows:

- **Section II. OPERATOR RESPONSIBILITIES:** Additional requirement added;
- **Section IV. MINIMUM QUALIFICATIONS:**
  - Interested applicants are not required to attend a mandatory pre-proposal conference;
  - Agencies are not required to submit governing body information as a minimum qualification (added to **Form 3 – Narrative**);
- **Section V. SCHEDULE:** A revised RFP schedule has been developed. The new dates are reflected throughout the entire document;
- **Section VII. NON-MANDATORY PRE-PROPOSAL CONFERENCE:** Attendance by an interested applicant is not required. Attendance at the Non-Mandatory Pre-Proposal Conference is optional.
- **Section XII. RESPONSE DOCUMENTS/SUBMISSION REQUIREMENTS:** Form 7 has been added. Applicants are required to submit a completed **Income Statement History and Forecast**. This will allow for a more complete assessment of an agency’s financial capacity;
- **Section XIII. PROPOSAL REVIEW AND EVALUATION:** The weighting criteria have been revised and now include a separate weight for financial capacity.
- **Form 2 – PROPOSAL CERTIFICATION:** The revised form asks applicants to clearly identify all agencies submitting a collaborative proposal and requires a signature from each authorized representative for each agency.
- **Form 3 – NARRATIVE:** New question asking for information on the Agency’s governing body.
- **Attachment H:** Document revisions
- **Attachment K:** Draft Exhibit F

Notwithstanding the foregoing summary of changes, the list is not complete and each applicant is responsible for reading this entire RFP.

The City of San José (“City”) currently owns and operates the Jacinto “Tony” Siquig Northside Community Center (“Center”) located at 488 North Sixth Street, adjacent to Japantown, a historic neighborhood near downtown San José. This 16,500 square foot state-of-the-art facility was originally designed as a multi-functional community center with an emphasis on senior services, including health and recreation. The Center is equipped with a kitchen, approved by the County of Santa Clara, for operation of senior nutrition services. Additionally, the Center was designed to facilitate multiple programs being offered simultaneously without interruption of other programs. The Center also offers the ability for community members or groups to host special events in its large banquet hall(s), various meeting rooms and secure court yard.

The City of San José, Department of Parks, Recreation and Neighborhood Services (PRNS) currently operates the Center offering a variety of services such as Veteran Services, Senior Nutrition Program, Senior Services (exercise, yoga, art, Thai Chi and dance classes and health education workshops), Indo-American Services, and Youth Programs (dance, Filipino history and cooking classes and a teen leadership club). The hours of operation are Tuesday to Friday, 9:00 a.m.-5:00 p.m., and Sunday, 9:00 a.m.-5:00 p.m. Evenings and Saturdays are available to the public, upon request, for special events (refer to Attachment C, August 2006 Calendar, for an example of current Center programming schedule).

The City of San José is soliciting responses to this RFP in order to select a qualified service provider (“Operator”) who will enter into an agreement with the City to operate Northside Community Center at the same level as current City-run Community Centers. Non-profit agencies, with proof of tax exempt status (such as 501(c) (3)) or governmental agencies are eligible to apply (for the purpose of this RFP, when reference is made to non-profit agencies, this definition is used; governmental agencies are also included).

The City of San José seeks an Operator that is experienced, can provide programs and activities that respond to the cultural diversity of the area, and has the fiscal and service capacity to manage the Center and redirect their services to this site. The potential Operator will be evaluated on their financial capacity, organizational experience and ability to deliver the services. Respondents must be able to demonstrate their Center operation and service delivery experience and be able to work cooperatively with the City of San José and the community to implement a successful operation.

It is anticipated that the Operator will operate the Center for a three-year period, with one three-year option to renew at the City’s discretion.

As part of the selection process, Proposers will be required to submit a basic Statement of Qualifications, as well as a detailed operational and program plan. From these submittals, the City of San José shall select the most qualified service provider and commence drafting the Operational Agreement.

### **Collaborative Proposals**

The City will accept collaborative proposals based on the following stipulations:

A collaborative proposal is two or more organizations wishing to submit a unified proposal. The City recognizes that this may result in a stronger overall proposal by allowing entities to combine resources and provide a wider range of expertise. Collaborative proposals should be submitted as a single proposal, with a lead entity identified as responsible for compliance of all obligations and performance measures under the Agreement.

It is administratively burdensome for the City to allow multiple entities to operate the Center without identifying one lead entity responsible for overall compliance. Therefore, to the extent that the City is dissatisfied with performance under the Agreement, the City may look solely to the lead entity for corrective actions. Failure to cure non-compliance in a timely manner may

result in termination of the Agreement.

It is expected that the lead entity will enter into a contractual relationship with other non-profits in a collaborative proposal to ensure that each party cooperates with the lead entity in compliance with the terms of the Agreement. Collaborative proposals will need to clearly identify the person authorized to represent and make legally binding commitments on behalf of the collaborative, and should identify the contractual relationship among the agencies operating at the site.

## **II. OPERATOR RESPONSIBILITIES**

The qualified Operator shall be expected to operate, maintain and provide services at the Center **at its own expense**. One-time funding of \$142,000 will be made available for the Operator to assist in offsetting initial operation and routine maintenance costs. The City will retain this funding to continue paying for utilities (including water, gas and electricity), custodial maintenance services, landscape services for the grounds of the Center, and routine maintenance and repairs of the Center (i.e. plumbing, HVAC, electrical, life safety systems). Operator is responsible for operation and maintenance costs once funding has been exhausted. Any alterations, improvements and replacements that exceed \$5000 are not included.

In exchange for the authority to operate the Center, the Operator:

- Agrees and understands that the City intends to grant use and operation of the Center to the qualifying non-profit below fair market value. The Operator will be charged a nominal fee as space rent for services provided to the community. The minimum rent shall be one dollar per month.
- Agrees to pay for all costs to staff.

Note: State law prohibits the City from hiring employees or volunteers who will have supervisory or disciplinary authority over minors who have been convicted of any offense identified in California Public Resources Code Section 5164. Consequently, applicants may be required to have fingerprinting and DOJ background checks, FBI background or equivalent national database background checks acceptable to the City, on such employees or volunteers. Applicants may also be required to comply with the TB testing requirements set forth in Section 5163 of the Public Resources Code for employees or volunteers who provide services requiring contact with children or who provide food concessionaire services or other licensed concessionaire services in that area. Programs involving services to the frail and elderly may also be required to conduct background checks.

City staff is currently working with the community regarding the specific requirements of criminal background checks and TB testing. It is anticipated that a final version of the background requirements will be in place by the time of Operator selection.

- Agrees to pay for all associated costs to the operation and routine maintenance of the Center once the allocated funds of \$142,000 have been exhausted. This includes, without limitation, all utilities (including water, gas and electricity), custodial maintenance services, landscape services for the grounds of the Center, and ordinary maintenance and repairs of the Center. These services must adhere to the City's Prevailing and Living Wage policies as outlined in Section XXVI.

The City has an existing agreement with an outside contractor to provide custodial services for City facilities and may enter into new contract or contracts during the term of operation of the Center. Operator will be responsible for paying the portion of the City's custodial contract for custodial services provided at the Center; including the required rate for any custodial services requested above the base building maintenance (Current custodial services are provided, by Acme, five days a week, three hours a day. Additional cost is estimated to be approximately \$20.66 per hour). The portion of the custodial contract cost is included in the formula below.

This is the budget for fiscal year (July-June) 2006-2007.

Base building maintenance and custodial services	\$4.43 per square foot (16,500)	\$73,095
Base utility cost (gas and electricity, and water)	\$2.50 per square foot (16,500)	\$41,250
Base non-personnel operating costs <i>*PRNS community center formula</i>	\$2.00 per square foot (16,500)	\$33,000
Total		\$147,345

Based upon the City's experience in operating centers, the City suggests at least a 5% annual inflation factor should be taken into account by the potential Operator for all costs associated with the operation and maintenance of the Center. However, the Operator should rely upon its own judgment and experience.

- Will respond to alarm calls at all times.
- Will arrange and pay for the monthly telephone and internet service charges at the Center. Based on available information from the 2004-2005 fiscal year, the cost of communication at the Center is in the neighborhood of \$5,500. This is an **estimate**. Prices may be negotiable and there may be a discount based on bundling services. Additionally, costs could change by adding to or eliminating the number of service lines.

Type of Service	Current # of Lines	Cost per line per month	Cost per year (actual costs)
DSL	2	\$79.00	\$1,896.00
Regular Phone Line	6	\$49.99	\$3,599.28
Total	8	\$128.99	\$5,495.28

- Will pay for any garbage collection services. The City will provide outside garbage and refuse containers. Garbage collection services at the Center are currently being provided by the Green Team of San José. The monthly rate is dependent upon the size of the outside garbage container.

Green Team of San José	\$255.59/month (actual cost)	\$3,067.08/year (actual cost)
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- Will conduct its activities in the Center in compliance with all applicable laws and regulations and applicable City policies, including without limitation, to the extent applicable, the requirement for payment of prevailing and living wages, the City's gift policy (which is set forth in Chapter 12.08 of the San José Municipal Code), and other applicable policies.
- Because the City of San José is providing financial support to the Operator and is also making this facility available to the Operator at less than fair market value, the Operator may not use the Center for religious purposes.

## SCOPE OF SERVICES

### A. Target Population and Geographic Area:

The Operator shall provide services that are aligned with the City's priority core services (refer to Attachment D). Services priorities include services for youth, seniors, and persons with disabilities.

Operator shall provide services and activities for the public with a goal of a minimum of 40% of its participants residing or working in the Japantown Redevelopment Area (Attachment F), the Northside Neighborhood and the Hensley Historic District. The Northside Neighborhood encompasses the area bounded by Julian, Hedding, North Sixth Street and Coyote Creek. The Hensley Historic District is defined as the areas between Second and Sixth Street to the West and East and Julian and Empire to the South and North.

### B. Center Operation:

The Operator shall be responsible for the daily operation of the Center. The Operator should maintain Center hours to meet the current needs and services of San José residents. The Center should be open to the public at a minimum of forty-eight (48) hours per week. The proposed operating schedule must include operation hours of at least two evenings per week. Programs and services should be ongoing during this time. If Operator desires to establish Center hours of operation that differ from the Center's current hours of operation, the Operator shall include with its proposal, supporting narrative explaining the basis for such request. The City shall have the final determination of whether to approve or disapprove such request.

Programming at the Center shall be provided no earlier than 7:00 a.m. and no later than 10:00 p.m. The Operator will have the ability to expand the agreed upon operating schedule, with City



approval, to accommodate expanded spring/summer programming, special events, use by collaborating partners, identified community needs and desired level of service, or other Operator needs. The Operator shall ensure that there is at least one staff member at the Center during operational hours.

**C. Coordination of Services:**

The Operator shall be responsible for oversight and management of the delivery of services provided to the community out of the Center. The Operator can either provide its own direct services or contract with other agencies to provide needed services to the community. The Operator cannot assign the operational management of the Center to another agency without prior written approval of the City.

The City may consider, in its sole discretion, whether to approve requests from the Operator to sublease Center space to other non-profits or businesses. If approved by the City, the terms under which the City will allow subleasing will be negotiated and shall be set forth in a written Agreement.

**D. Delivery of Services:**

The Operator shall continue to provide the following programs at the current level of service:

- Senior Nutrition Program: There are two Senior Nutrition programs at the Center. The Wednesday Nutrition Program (12:00 p.m.-1:00 p.m.) is a catered program serving 35 meals to Indo-American Seniors. The other Nutrition Program serves 60 meals, three times per week (Sunday, Tuesday and Thursday) to the Filipino senior community. This service is currently operated by the City through a contract with the County of Santa Clara. The City will continue to work with the County until an Operator is selected to operate the Center. The selected Operator will need to respond to the County's RFQ, when released, and negotiate a new contract which will require 10% in matching funds.
- Case Management: 35 hours per week of support services, assistance and care are provided for seniors needing social service benefits. Case Managers provide translation/interpretation, escort assistance for other service or health needs.
- Veteran Services: 35 hours per week of assistance to Filipino WWII veterans. Examples of services include referrals for federal and state veterans' benefits, counseling services, and community activities.
- Senior Classes and Activities: 20-25 hours per week of social classes and activities such as social dance, yoga, art and tai chi.
- Other Community programs and activities: 20-25 hours per week of programs and activities such as cooking classes, recreational game room, after school programs.

- Summer Camp: 4-8 week summer camp (Mon.-Fri. 9:00 a.m.-3:00 p.m.) for children and/or youth including recreational activities, arts & craft, educational field trips and enrichment activities.

Other services that meet the needs of the community, with an emphasis on youth, adults and seniors may include, but are not limited to, the following:

- Adult literacy and education
- Art programs
- Culturally sensitive programming
- Employment services
- Family support services
- Pre-school and early childcare services
- Recreation programs
- Substance abuse services
- Therapeutic programming
- Youth leadership and development

The following services were identified as community priorities during the JTS Northside Community Input meeting of February 9, 2006:

- Multi-lingual Senior Services (mental health and nutrition)
- Youth Programs such as gang, drug prevention and tutoring
- Cultural programs for youth and seniors
- Veteran Services

#### **E. Outreach and Recruitment**

The Operator shall conduct marketing and outreach efforts for the services provided at the Center that will target youth, adults and seniors. Outreach will also be conducted in collaboration with local organizations, service providers, local schools, and other City programs. These outreach and marketing efforts shall include, but are not be limited to, flyers and publications, addressing local community groups and associations, and canvassing.

In an effort to ensure continued alignment of services to community needs, Operator shall establish a system for obtaining customer input. In addition, Operator shall meet with stakeholders quarterly. Stakeholders shall include program participants, residents, businesses and service providers in the surrounding community. PRNS currently holds a quarterly stakeholders meeting. The Operator shall assume management, coordination and facilitation of the quarterly stakeholder meetings. The City will participate as a member at these meetings.

#### **F. Collaborative Community Partnerships**

The Operator shall participate and coordinate community-wide events with other local providers, neighborhood associations and coalitions during the Center's operational hours. The Operator shall also conduct ongoing meetings with various local organizations and community groups to

exchange ideas and shall use reasonable efforts establish a positive relationship with local organizations and community groups.

For no less than 20 hours per month, Operator shall permit use of the Center for community meetings subject to availability, (e.g., Strong Neighborhood Initiative's (SNI) Neighborhood Advisory Committees) without assessing a fee. More SNI information is available at [www.strongneighborhoods.org](http://www.strongneighborhoods.org).

The Operator shall be required to attend training provided by the City which may include, but is not limited to, City policies and procedures or other relevant City practices.

The Operator agrees to participate in meetings convened by the City related to the development and implementation of the Hub Strategy or multi-delivery service system. The City's multi-service delivery system unites service providers in defined geographic target areas around a common vision, mission, and outcomes. As part of the District 3 Hub area, Operator agrees to participate in meetings convened by the City related to the development and implementation of the Hub Strategy. This strategy is provided primarily through a network of City-owned "Hubs" or satellites (facilities), schools, community-based organizations and other partners such as, libraries, churches, and other resources within each geographic area of the City. A range of core services are offered to the community and include services for seniors, youth, persons with disabilities, fee activity and special interest classes. Ultimately, the 'Hub' concept will create centralized centers where residents will find all the PRNS services in one location.

#### **G. Community Advisory Committee**

The Operator shall use reasonable efforts to maintain a positive working relationship with the Community Services Advisory Committee in the service area. PRNS has developed the Community Advisory Committee for this service area which is comprised of representatives from Neighborhood Groups, other community service providers, local businesses, Community Based Organizations and School Districts to ensure coordination of services occurs and community advisory input is received for the development, delivery, and evaluation of Center services and programs. The Committee shall consist of no more than seven (7) members and shall be composed of persons other than members of the Operator's governing board. The Operator shall assume management, coordination and facilitation of the Advisory Committee. The City shall participate as a member of the Committee at monthly meetings.

#### **H. Fees and Charges**

The Operator understands that one of the key missions of the City's community centers is to provide affordable access to services. Towards that purpose, Operator shall be required to offer affordable services to the public and to make the Center available for use by governmental entities, non-profits and community groups at the affordable rates established by City Council (refer to Attachment J - City's Fees and Charges Resolution 73243). In some situations, the City's Fees and Charges Resolution allows free use of City facilities during normal operating hours. The City's Fees and Charges Resolution is subject to change. The Operator is responsible for obtaining updated Fees and Charges information each year of the Agreement.

Operator shall be responsible for ensuring that users execute appropriate facility use agreements and comply with applicable insurance requirements as approved by PRNS. All proceeds from facility use fees shall be dedicated to the operation Center towards subsidizing and reducing the costs of programs and services and/or acquiring equipment and supplies that are reasonably necessary to enhance and/or expand services to the community.

In addition to the 20 hours of community meetings, as described in Section F, for up to 20 hours per month, Operator shall permit use of the Center to City Programs, without charging a fee. City Programs are funded or run by the City whether directly or by contract with a third party. City Programs utilizing the Center under this condition shall not exceed 20 hours per month without mutual agreement by the City and the Operator. Whether a program is a City Program shall be reasonably determined by the City.

The Operator shall develop and implement appropriate cash handling procedures to collect, deposit, and expend revenues. Operator shall coordinate cash handling of fees and charges with subcontractors or collaborative partners that collect fees for programs or services at the Center. Operator shall provide regular complete and detailed revenue and expense data, to the City, as outlined in the Agreement.

#### **I. Evaluation and Reporting Requirements**

The Operator shall comply with specific performance measures and targets established by the City. Key measurement areas include Quality, Customer Satisfaction and Cost. These performance standards and targets will be used in the evaluation of the Operator's performance under the Agreement. Methods of data collection and reporting intervals will be consistent with those of PRNS, involving customer satisfaction and client activity participation. The Operator shall cooperate with City in the conduct of any evaluation of services at the Center. Refer to Exhibit B of the City's Standard Operation Agreement (Attachment H). Actual measurements and targets will be determined after review of proposal.

The Operator shall provide quarterly reports to the City on specified due dates. The reports shall be provided in a format specified by City and contain performance measurement results, workload data, budget expense and revenue data, and adequate narration to describe and support measurement data. The City shall provide the reporting templates to the Operator. The Agreement will outline the level of reporting required along with detailed performance measurement objectives. City staff shall meet with the Operator throughout the contract period to evaluate performance.

#### **J. Modifications and Operating Schedules**

The Operator is responsible for notifying the City of any modifications of services, dates, and times. The Operator shall provide quarterly calendars of programs, services, events and operating hours to the City.

### **III. CITY RESPONSIBILITIES**

The City:

- Shall provide one-time funding in the amount of \$142,000 to assist Operator in offsetting initial operation and maintenance costs. The City will retain this funding to continue paying for utilities (including water, gas and electricity), custodial maintenance services, landscape services for the grounds of the Center, and ordinary maintenance and repairs of the Center. Operator is responsible for operation and maintenance costs once funding has been exhausted.
- Shall retain responsibility for major building system replacements or maintenance such as roofing, HVAC equipment, etc.
- May restore the Center, at its sole option, in the event of damage or destruction of all or part of a Center from casualty or natural disaster. In the event that City elects not to restore the Center, the agreement between the Operator and the City shall be terminated upon written notice from City to the Operator.
- Shall assist with a joint-marketing campaign to inform the community of the changes and new service offerings at the Center.

#### **IV. MINIMUM QUALIFICATIONS**

A Proposer will be considered “non-responsive” to this request and disqualified from further consideration if any of the following minimum qualifications are not met.

- 1) Proposer must be an incorporated non-profit entity, or a governmental agency. If requested, Proposer must provide proof of federal or state non-profit status.
  - a) For collaborative proposals, each member of the proposing team must be an incorporated non-profit entity, or a governmental agency. If requested, each member of the proposing team must provide proof of federal or state non-profit status.
- 2) Proposer must submit a completed Form 990, “Return of Organization Exempt from Income Tax”.
  - a) If requested, each member of the proposing team must provide this information.
- 3) Proposer must provide a financial audit prepared by an independent accounting firm in accordance with generally accepted accounting principles for the last full fiscal year of the organization. The financial audit report shall be conforming to Section 10 C of the Agreement (Attachment I).
  - a) If requested, each member of the proposing team must provide this information.

#### **V. SCHEDULE**

ACTIVITY	DESCRIPTION	DATE
Re-release of RFP	The RFP will be available at the front desk of City of San José - Parks, Recreation and Neighborhood Services, 200 E. Santa Clara Street, 9 <sup>th</sup> Floor, San José, CA 95113. The RFP can also be sent electronically upon request.	Mon. October 23, 2006 8:00 a.m.-5:00 p.m.
Non-Mandatory Pre-Proposal Conference	<p>The Pre-Proposal Conference is designed to review the RFP, provide clarification and respond to questions. Attendance is not required.</p> <p>Location: Northside Community Center, Library 488 N. Sixth Street San José, CA 95112</p> <p>Street parking is available. Parking is also available in the small paved lot located directly across the street from the Center on Sixth Street.</p>	Thurs. November 2, 2006, 2:00 p.m.-3:00 p.m.
RFP Questions Deadline	Deadline for submitting written RFP questions (Note that questions may be submitted at anytime prior to this date).	Thurs. November 8, 2006, 5:00 p.m.
RFP Objection Deadline	Deadline for objecting to the specifications of this RFP per Section X. (Note that objections may be submitted at anytime prior to this date).	Thurs. November 8, 2006, 5:00 p.m.
<b>Proposals Due to PRNS</b>	<p>Completed hard copy proposals should be hand-delivered to the City of San José - Parks, Recreation and Neighborhood Services, 200 E. Santa Clara Street, 9<sup>th</sup> Floor, San José, CA 95113, by 5:00 p.m.</p> <p>All proposals must be submitted to the appropriate City Staff person who will issue a Submission Receipt. This Submission Receipt is not a notice that the proposal has been accepted. Late proposals will not be accepted.</p>	<b>Mon. November 20, 2006, 5:00 p.m.</b>
Review – Minimum Qualifications	City staff will review proposals for minimum qualifications requirement and notify applicants of acceptance or non-acceptance of proposal.	December 2006
Proposal Review and Rating	The Selection Committee, consisting of Neighborhood Leaders and representatives from the City of San José, select Community Based Organizations and Senior Commission will evaluate proposals and establish a short- list based on rating criteria. The Selection Committee will identify the top three qualified proposals. The Selection Committee may identify more than three proposals as necessary.	January 2007
Notification – Proposal Review	Qualifying and non-qualifying Proposers will be notified, in writing, of the short-list selection results.	

	Qualifying Proposers will be invited to an oral interview.	
Oral Interviews/ Operator Selection	Oral Interviews with the Selection Committee. The Selection Committee will make Center Operator recommendation to be presented to City Council.	January/February 2007
Notification – Oral Interviews	Proposers will be notified of the City’s intended recommendation to City Council.	February 2007
Protest Deadline	Protests must be submitted in writing no later than ten (10) days after notification.	February 2007
City Council Selection of Operator	Council Memo is prepared and presented to City Council for review and approval of selected Operator.	March 2007
Final Notification	Selected Operator is officially notified of City Council’s final approval.	March/April 2007
Contract Negotiation and Execution	Operator and City enter into contract negotiations	April/May/June 2007
Transition	The City will provide workshop(s) for selected Operator to assist with the transition into the Center.	July 2007
Move In	The new Operator moves into the Center.	August 2007

## VI. CONTACT INFORMATION

City’s Designated Contact Person	Contact Information
Ellen Horstman	City of San José - PRNS 200 E. Santa Clara Street, 9 <sup>th</sup> Floor Tower San José, CA 95113-1905 Phone: (408) 535-3570 Fax: (408) 292-6412 Email: <a href="mailto:ellen.horstman@sanjoseca.gov">ellen.horstman@sanjoseca.gov</a>

## VII. PROCEDURE FOR SUBMITTING QUESTIONS AND INQUIRIES

Questions pertaining to the RFP must be submitted to the designated contact person identified in Section VI by the deadline date of Thursday, November 8, 2006, at 5:00 p.m. Please be specific, citing the specific section where possible. The City will provide a written response to all pertinent questions in the form of an Addendum. All questions and inquiries must be made through the City’s designated contact person. Contact with representative(s) other than the City’s designated contact person as listed in this RFP is grounds for disqualification.

## VIII. NON-MANDATORY PRE-PROPOSAL CONFERENCE

The Pre-Proposal Conference is designed to review the RFP, provide clarification and respond to questions. Attendance is not required.

Date/Time: Thursday, November 2, 2006, 2:00 p.m.-3:00 p.m.

Location: Northside Community Center, Library  
488 N. Sixth Street  
San José, CA 95112

Street parking is available. Parking is also available in the small paved lot located directly across the street from the Center on Sixth Street.

Oral responses given at the pre-proposal conference are not binding to the City. Only responses and clarification issued via written Addendum shall be binding to the City.

## **IX. HOW TO OBTAIN THIS RFP**

This RFP will be made available at the front desk of City of San José - Parks, Recreation and Neighborhood Services, 200 E. Santa Clara Street, 9<sup>th</sup> Floor, San José, CA 95113, Monday to Friday, 8:00 a.m.-5:00 p.m. The RFP can also be sent electronically upon request. Contact information from requesting parties will be documented. All Addenda and notices related to this RFP will be forwarded to parties who the City has contact information for and posted on the City of San José, PRNS website (<http://www.sanjoseca.gov/prns/>). Proposers are responsible for ensuring receipt and review of any issued Addenda.

## **X. OBJECTIONS TO THIS RFP**

Any objections as to the structure, content or distribution of the RFP must be submitted in writing to the designated contact person, Section VI, by the deadline date of Thursday, November 8, 2006, 5:00 p.m. The Director of Parks, Recreation of Neighborhood Services or Department Designee will consider the objection and issue a written response within 14 calendar days. Objections must be as specific as possible, and identify the RFP section number and title, as well as the description and explanation of objection. The City will not respond to any objections submitted after the deadline date.

## **XI. LATE PROPOSALS**

Proposals are due at 5:00 p.m. on Monday, November 20, 2006. Proposals received after 5:00 p.m. will not be accepted. There will be no grace period during which late components of the application will be accepted. Faxed, emailed, or postmarked proposals will not be accepted. Late proposals will be rejected and returned to the Proposer. This deadline is non-negotiable.

## **XII. RESPONSE DOCUMENTS/SUBMISSION REQUIREMENTS**

The City will not provide any assistance to applicants in completing any portion of their proposal. Review of any proposal will not be conducted until after the deadline date of Monday, November 20, 2006, 5:00 p.m. Proposers are responsible for ensuring that all required documentation is submitted prior to the due date.



In order to expedite the evaluation process, each proposal shall be organized in accordance with this section. Proposals that do not follow the specified format outline below, or fail to provide the required documentation, may receive lower scores. In the event of any document conflict, resolution of this situation shall be at the City's sole discretion. Proposals shall include the following information in the format indicated and in sequential order:

### **General Information**

The original proposal must be submitted with eight (8) copies. Original proposal must be printed on one side of the paper, while all eight (8) copies must be printed on both sides of the paper.

### **Required Forms**

The following documents must be completed and submitted with the proposal:

**1. Form 1. Checklist**

Check the appropriate box to indicate that the items are attached. All documents must be properly labeled. Proposal should be submitted in the order shown on Form 1.

**2. Form 2. Proposal Certification**

The Proposal Certification form must be completed accurately and signed by the authorized applicant representative(s).

**3. Form 3. Narrative**

The applicant must respond to all questions on Form 3. Responses must adhere to the identified page limits.

Narrative must:

- Be typed, using no less than 12-point font – Times New Roman, on 8-1/2 by 11 letter size paper;
- Be single spaced;
- Have one-inch margins on all sides of each page;
- Not exceed the page limits for each section;
- Have the sections clearly identified with titles in **bold** (1. Agency Information, 2. Needs, etc.)
- Have a distinct answer for each question in each section;
- Have page numbers in the footer.

**4. Form 4. Units of Service Worksheet**

This form should reflect all the services and activities the agency proposes to provide at the Center, either directly or through partnerships with other agencies.

**5. Form 5A. Center Budget**

These forms should reflect the agency's **total** budget for the Center.

**6. Form 5B. Service Budget**

A form should reflect the agency's budget for **each** proposed service.

**7. Form 6. Budget Narrative**

A budget narrative should be completed for **each** proposed service.

**8. Form 7. Income Statement History and Forecast**

This form should accurately reflect the organization's income statement history and forecast. If requested, members of the proposing team must also provide this information.

**9. Attachment A – Proposer Questionnaire**

**10. Attachment B - Acknowledgement of Addenda**

**11. Attachment E – Request for Contracting Preference for Local and Small Businesses**  
(Required only if the Proposer is requesting local and small business preference)

**Required Attachments**

Refer to **Form 1 – Checklist** for a complete list of required attachments.

### **XIII. PROPOSAL REVIEW AND EVALUATION**

All materials submitted in accordance with this RFP are the property of the City and will not be returned (see Section XXI. Public Nature of Proposal Material).

**Proposal Responsiveness**

Minimum Qualifications: Proposals will be reviewed to ensure that minimum qualifications are met as outlined in Section IV. Proposers will be notified, in writing, of proposal acceptance or non-acceptance based on the minimum qualifications. If Proposer elects to submit a protest regarding the acceptance or non-acceptance of the proposal based on the minimum qualifications, see Section XXVII.

Required Documentation: Proposals will be reviewed to determine if all required documentation was included by Proposer as stated in Section XII.

Proposal Review and Evaluation: The City reserves the right to conduct independent reviews and interview agencies submitting proposals prior to making any selection.

Proposals will be reviewed by the Selection Committee consisting of Neighborhood Leaders and representatives from the City of San José, select Community Based Organizations and Senior Commission, according to the established general criteria and weighting criteria.

Weighting Criteria: It is PRNS' intention to recommend selection of the Center Operator to City Council in March 2007. The Selection Committee will evaluate the response to the RFP on the following criteria and weight and identify the top three qualified proposals.

<b>Agency Information</b>	Evaluation of Proposer's ability to provide an articulate overview of Agency; Evaluation of overall proposal completeness, organization and content	<b>5%</b>
<b>Approach and Alignment to Identified Community Priorities</b>	Evaluation of alignment between proposed services and identified community priorities	<b>5%</b>
<b>Service Capacity</b>	Evaluation of expertise and experience of proposed management team to operate the Center, evaluation of experience of proposed operator (or collaborative) to provide the required level of service programming	<b>30%</b>
<b>Financial Capacity</b>	Evaluation of Proposer's financial capacity to operate and provide services at the Center	<b>20%</b>
<b>Program Design</b>	Evaluation of Proposer's ability to maintain current Center services in addition to offering a broad range of other programs and services; Evaluation of the proposed services alignment to the City's core services and affordability and accessibility of services to San José residents; Evaluation of Proposer's approach to implement customer service programs, continuity and timeliness of service, performance measures and measurement of outreach effectiveness	<b>30%</b>
<b>Local Business Qualification</b>	Business with a legitimate business presence in Santa Clara County in accordance with the ordinance titled, "Contracting Preferences for Local and Small Businesses"	<b>5%</b>
<b>Local and Small Business Qualification</b>	Local and small business that has 35 or fewer employees in accordance with the ordinance titled "Contracting Preferences for Local and Small Businesses."	<b>5%</b>
	<b>TOTAL</b>	<b>100%</b>

Proposals that do not follow the specified format outline or fail to provide the required documentation may receive lower scores.

Proposers will be notified, in writing, if they are selected or not selected as a finalist. If Proposer elects to submit a protest regarding the selection or non-selection of finalists, see Section XXVII.

Oral Interviews: Finalists will be invited to an oral interview with the Selection Committee. The interview is for the purpose of introducing key members of the proposed implementation team and allowing the City to fully understand the Proposer's ability to meet the evaluation criteria. The interviews will not be scored separately. Instead, the City may modify proposal scores and result rankings based on the interview.

The City will have the final decision-making authority in selecting the eligible Proposer, and this shall be subject to approval by the City Council. Finalists will be notified of final selection results. If Proposer elects to submit a protest regarding the final selection results, see Section XXVII.

#### **XIV. ADDENDA AND INTERPRETATION**

The City shall not be responsible for nor be bound by any oral instructions or interpretations or explanations issued by the City or its representatives. Should discrepancies or omissions be found in this RFP or should there be a need to clarify the RFP, requests for clarification may be sent via email or faxed to the attention of the designated contact person, Section VI, no later than 5:00 p.m. Thursday, November 8, 2006.

Any City response to a request for substantive clarification or interpretation will be made in the form of an Addendum to this RFP and will be sent to all parties to whom this RFP has been issued prior to the Proposal due date. All Addenda shall become part of this RFP.

Receipt of all Addenda should be acknowledged using Attachment B, "Acknowledgement of Addenda." This form must be completed and returned with the proposal.

#### **XV. ACCEPTANCE OR REJECTION OF PROPOSAL**

The City is not required to accept all proposals. The City reserves the right to accept or reject any item or group(s) of items of a response and the right to waive any informality or irregularity in any proposal. Additionally, the City shall not be obligated to respond to any proposal submitted, nor be legally bound in any manner by the submission of the proposal.

#### **XVI. GENERAL DESCRIPTION OF PROPOSED AGREEMENT**

Upon conclusion of the RFP process, PRNS will recommend Operator to enter into negotiations. The recommended Operator shall enter into contract negotiations with the City, in substantial conformity with the selected proposal and the City's Standard Operation Agreement (Attachment I). The Agreement outlines the City and its standard terms and conditions as part of the agreement between the City and the successful Proposer. An Agreement shall not be binding or valid with the City until it is executed by authorized representatives of the City. Please be aware that submitting exceptions to the City's Standard Operating Agreement may result in a lower score for the proposal. Furthermore, by submitting a proposal, the Proposer has agreed to execute the City's Standard Operating Agreement (attached to the RFP), unless exceptions have been identified in the proposal.

## **XVII. INSURANCE REQUIREMENTS**

Because the City is self-insured, the City cannot extend commercial liability coverage to a contractor/operator.

The selected Proposer, at Proposer's sole cost and expense and for the full term of the Agreement or any extension thereof, shall obtain and maintain at least all of the insurance requirements outlined in Attachment I, Exhibit E.

All policies, endorsements, certificates and/or binders shall be subject to approval by the Risk Manager of the City of San José as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager. The selected Proposer agrees to provide the City with a copy of said policies, certificates and/or endorsements.

The selected Proposer shall satisfy these insurance requirements prior to approval of the Agreement.

## **XVIII. EXAMINATION OF PROPOSED MATERIAL**

The submission of a Proposal shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and that they have read and understood the RFP. No request for modification of the statement shall be considered after its submission on grounds that Proposer was not fully informed as to any fact or condition.

## **XIX. LOCAL AND SMALL BUSINESS PREFERENCE**

The City amended the San José Municipal Code to add Chapter 4.06 in order to provide a preference for Local and Small Business Enterprises when evaluating agencies in a procurement process such as a RFP. The amendment went into effect as of June 18, 2004. For this RFP, qualified Local Business Enterprises will receive points (5% of the total points possible) in the evaluation process and qualified Small Business Enterprises will receive separate and additional points (5% of the total points possible) in the evaluation process. If an agency qualifies under both criteria, the agency will receive an extra 10% of the total points available in the evaluation process.

The City will not consider any agency for these preferences unless a completed Request for Contracting Preference for Local and Small Businesses (Attachment E) is submitted along with the proposal as described in Section XII. This information cannot be submitted later.

## **XX. ADDITIONAL TERMS AND CONDITIONS**

- A. The City is not required to enter into an Agreement with the highest rated proposal. Proposals will be evaluated to determine the most advantageous proposal on a variety of factors as outlined in this RFP.
- B. It is anticipated that the award of the Agreement resulting from this RFP shall include terms and conditions similar to those referenced in Attachment I. Exceptions proposed by the Proposer, if any, to the terms and conditions included in the Attachment I should be included in the proposal. The City reserves the right to consider any proposal exceptions during its evaluation of the acceptability of a proposal.
- C. This RFP does not commit the City to pay any costs incurred in the submission of the proposal or in making any necessary studies or analysis in preparation of submission of the proposal.
- D. The City reserves the right without limitation to
  - 1. Execute an agreement with one or more Proposers based solely on the proposal and any approved additions,
  - 2. Enter into an agreement with another Proposer in the event that the originally selected Proposer defaults or fails to execute an agreement with the City,
  - 3. Enter into negotiations with one or more Proposers,
  - 4. Modify and re-issue the RFP,
  - 5. Take action regarding the RFP as may be deemed to be in the best interest of the City, and,
  - 6. Decline to enter into any agreement.
- E. The City reserves the right to verify any information provided during the RFP process. The City may contact references or any other person known to have worked with the Proposer.

## **XXI. PUBLIC NATURE OF PROPOSED MATERIAL**

Responses to this RFP become the exclusive property of the City. At such time, the City recommends a Proposer to the City Council, all proposals received in response to this RFP become a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which are defined by the Proposer as business or trade secrets and plainly marked as “Confidential,” “Trade Secret,” or “Proprietary.” The City shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as “Confidential,” “Trade Secret,” or “Proprietary” or if disclosure is required under the Public Records Act. Any proposal which contains language purporting to render all or significant portions of the proposal “Confidential,” “Trade Secret,” or “Proprietary” shall be regarded as non-responsive.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City of San José may not be in a position to establish that the information that a Proposer submits is a trade secret. If a request is made for information marked “Confidential,” “Trade Secret,” or “Proprietary,” the City will provide the Proposer who submitted the information with reasonable notice to allow the Proposer to seek protection from disclosure by a court of competent jurisdiction.

## **XXII. DISQUALIFICATION**

Factors such as, but not limited to, any of the following may be considered just cause to disqualify a Proposer without further consideration:

- A. Evidence of collusion, directly or indirectly, among Proposers in regard to the amount, terms, or conditions of this proposal;
- B. Any attempt to improperly influence any member of the selection staff;
- C. Existence of any lawsuit, unresolved contractual claim or dispute between the Proposer and the City;
- D. Evidence of incorrect information submitted as part of the Proposal;
- E. Evidence of Proposer’s inability to successfully complete the responsibilities and obligations of the proposal; and
- F. Proposer’s default under any agreement with the City or any other public agency which resulted in termination of the agreement.

## **XXIII. NON-CONFORMING PROPOSAL**

A Proposal shall be prepared and submitted in accordance with the provisions of these RFP instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from or to the proposal may be sufficient grounds for non-acceptance of the proposal, at the sole discretion of the City.

## **XXIV. PROHIBITION OF GIFTS**

City of San José officials are subject to several legal and policy limitations regarding receipt of gifts from persons, firms, or corporations either engaged in business with the City, or proposing to do business with the City. The offering of any illegal gift shall be grounds to disqualify a Proposer. To avoid even the appearance of impropriety, Proposers should not offer any gifts or souvenirs, even of minimal value, to City officers or employees. The Proposer shall be subject to the City’s prohibition. Said prohibition is found in Chapter 12.08 of the San José Municipal Code. Proposer agrees not to offer any City officer or designated employee any gift prohibited by said Chapter.

The offer or giving of any gift prohibited by Chapter 12.08 shall constitute a material breach of the Agreement by the successful Proposer. In addition to other remedies the City may have by law or equity, City may terminate Agreement for such breach.

## **XXV. NON-DISCRIMINATION/NON-PREFERENTIAL TREATMENT**

The successful Proposer shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of City of San José contracts.

## **XXVI. PREVAILING/LIVING WAGE POLICY**

The Proposer agrees to comply with provisions of the City's Prevailing and Living Wage policy (which are set forth collectively in City Council Resolutions 61144, 61716, 68900, and 71584), which provisions are specifically incorporated herein by reference as though set forth herein in their entirety. The Proposer shall expressly require compliance with the provisions of this "Wage Provision" in all agreements with contractors and subcontractors for the performance of any maintenance services, or construction activities or subcontractors for the performance of other activities covered by the prevailing wage or living wage policy and further agrees to the related provisions set forth in Exhibit G of the City's Standard Operation Agreement (Attachment H).

## **XXVII. PROTEST PROCEDURES**

If an unsuccessful Proposer wants to dispute any decisions made during the RFP evaluation process outlined in Section XIII, the protest must be submitted, in writing, to the Director of Parks, Recreation and Neighborhood Services no later than ten (10) calendar days after the Proposer has been notified. Protests must detail the grounds, factual basis and provide all supporting information. Failure to submit a timely written protest to the Director of Parks, Recreation and Neighborhood Services will bar consideration of the protest. A written response, from the Director, will be issued within 14 calendar days. The address for submitting protests is:

City of San José - Parks, Recreation and Neighborhood Services  
Attention: PRNS Director  
200 East Santa Clara Street, 9<sup>th</sup> Floor Tower  
San José, CA 95113-1905

## **XXVIII. FORMS**

Form 1 – Checklist  
Form 2 – Proposal Certification  
Form 3 – Narrative  
Form 4 – Units of Service Worksheet  
Form 5A – Center Budget



Form 5B – Service Budget  
Form 6 – Budget Narrative  
Form 7 – Income Statement History and Forecast

## **XXIX. ATTACHMENTS**

Attachment A – Proposer Questionnaire  
Attachment B – Acknowledgement of Addenda  
Attachment C – August 2006 Calendar  
Attachment D – PRNS Core Services  
Attachment E – Local and Small Business Preference  
Attachment F – Japantown Redevelopment Area Map  
Attachment G – Disclosure Statement (This does not need to be completed until Agreement is signed)  
Attachment H – Standard Operation Agreement Sample (For Illustration Purposes Only)  
Attachment I – Labor Compliance Addendum  
Attachment J – PRNS Fees and Charges Resolution 73243  
Attachment K – Draft Exhibit F



**REQUEST FOR PROPOSAL (RFP)  
TO OPERATE, MAINTAIN AND PROVIDE SERVICES AT  
JACINTO “TONY” SIQUIG  
NORTHSIDE COMMUNITY CENTER**

**FORMS AND ATTACHMENTS**

## FORM 1 - CHECKLIST

**LEAD AGENCY NAME:** \_\_\_\_\_

Submit proposal in the following order:

YES	NO	PROPOSAL COMPONENTS	
<input type="checkbox"/>	<input type="checkbox"/>	One (1) original proposal and eight (8) copies	
<b>Minimum Qualification Documents</b>			
<input type="checkbox"/>	<input type="checkbox"/>	Form 990, "Return of Organization Exempt From Income Tax" ( <i>one copy only</i> )	
<input type="checkbox"/>	<input type="checkbox"/>	Financial Audit Report ( <i>one copy only</i> )	
<b>Attachments and Forms</b>			
<input type="checkbox"/>	<input type="checkbox"/>	Form 1	Checklist
<input type="checkbox"/>	<input type="checkbox"/>	Form 2	Proposal Certification
<input type="checkbox"/>	<input type="checkbox"/>	Form 3	Narrative
<input type="checkbox"/>	<input type="checkbox"/>	Form 4	Units of Service Worksheet
<input type="checkbox"/>	<input type="checkbox"/>	Form 5A	Center Budget
<input type="checkbox"/>	<input type="checkbox"/>	Form 5B	Service Budget
<input type="checkbox"/>	<input type="checkbox"/>	Form 6	Budget Narrative
<input type="checkbox"/>	<input type="checkbox"/>	Form 7	Income Statement History and Forecast
<input type="checkbox"/>	<input type="checkbox"/>	Attachment A	Proposer Questionnaire
<input type="checkbox"/>	<input type="checkbox"/>	Attachment B	Acknowledgement of Addenda
<input type="checkbox"/>	<input type="checkbox"/>	Attachment E	Local and Small Business Preference (if applicable)
<b>Agency Documents</b>			
<input type="checkbox"/>	<input type="checkbox"/>	Organizational Chart	
<input type="checkbox"/>	<input type="checkbox"/>	Agency information on current governing body including: a) Members' names with full contact information, b) Current member status, c) Terms of committee, d) Current member assignments, e) By-laws, f) Articles of incorporation, g) Meeting minutes from the past 6 months or a summary of the board meetings and topics discussed signed by the secretary of the nonprofit as accurate h) Resolution from governing Board authorizing the proposal submission. (This information is required of the lead entity at the time of proposal submission. Members of the proposing team must provide a resolution from their Board authorizing the submission of the proposal upon request).	
<input type="checkbox"/>	<input type="checkbox"/>	Employee Résumés	
<input type="checkbox"/>	<input type="checkbox"/>	Sample Monthly Calendar	
<input type="checkbox"/>	<input type="checkbox"/>	Copies of grant award agreements/other funding evidence (if applicable)	
<input type="checkbox"/>	<input type="checkbox"/>	Marketing and Communications Plan	

## FORM 2 – PROPOSAL CERTIFICATION

**NO PROPOSAL SHALL BE ACCEPTED WHICH HAS NOT BEEN SIGNED IN INK IN THE APPROPRIATE SPACE BELOW**

Proposing Agency Name:			
Contact person name and title:			
Address:			
Telephone:			
Facsimile:			
Email:			

### **PROPOSER REPRESENTATIONS**

1. Proposer did not, in any way, collude, conspire or agree, directly or indirectly, with any person, firm, corporation or other Proposer in regard to the amount, terms, or conditions of this proposal.
2. Proposer additionally certifies that neither proposer nor its principals are presently disbarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, any California State agency, or any local governmental agency.
3. Proposer acknowledges that all requests for deviations, exceptions, and approved equals are enclosed herein and that only those deviations, exceptions, and approved equals included in the RFP document or permitted by formal addenda are accepted by the City.
4. Proposer did not receive unauthorized information from any City staff member or City Consultant during the Proposal period except as provided for in the Request for Proposal package, formal addenda issued by the City, or the pre-proposal conference.
5. Proposer hereby certifies that the information contained in the proposal and all accompanying documents is true and correct.

6. Please check the appropriate box below:

- ☐ If the proposal is submitted by an individual non-profit agency, it shall be signed by authorized representative, and if he or she is doing business under a fictitious name, the proposal shall so state.
- ☐ If the proposal is submitted by a collaboration of non-profit agencies, the full names and addresses of each authorized representative shall be stated and the proposal shall be signed for by members thereof.

**By signing below, the submission of a proposal with all accompanying documents shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and that they have read and understand the RFP. (Add another signature form as needed).**

Agency Name and Address:	
Authorized Representative Name (sign name):	
Authorized Representative Signature (print name):	
Authorized Representative Title (print title):+	
<b><i>Complete additional signatures below as required per # 6 above</i></b>	
Agency Name and Address:	
Authorized Representative Name (sign name):	
Authorized Representative Signature (print name):	
Authorized Representative Title (print title):+	
Agency Name and Address:	
Authorized Representative Name (sign name):	
Authorized Representative Signature (print name):	
Authorized Representative Title (print title):+	

**NO PROPOSAL SHALL BE ACCEPTED WHICH HAS NOT BEEN SIGNED IN INK IN THE APPROPRIATE SPACE**

## FORM 3 – NARRATIVE

Respond to all questions on **Form 3**. All responses must adhere to the identified page limits.

Narrative must:

- Be typed, using no less than 12-point font – Times New Roman, on 8-1/2 by 11 letter size paper;
- Be single spaced;
- Have one-inch margins on all sides of each page;
- Not exceed the page limits for each section;
- Have the sections clearly identified with titles in **bold** (1. Organization, 2. Needs, Etc.)
- Have a distinct answer for each question in each section;
- Have page numbers in the footer.

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### Section 1 – Agency Information (One page maximum)

5%

- 1) Identify the name of the agency/group and principal contact person, including office location, address, telephone and fax numbers, and e-mail address.
- 2) Provide a brief agency description, including the following:
  - a) Agency's history, mission and goals;
  - b) Agency's current programs, activities, services and accomplishments;
  - c) Current businesses in which it is engaged;
  - d) The number of employees, and the number and location of offices;
  - e) A description of agency's presence in California and Santa Clara County;
  - f) Provide an agency organizational chart. (*include in appendices*)
- 3) Attach the following information on the agency's governing body (referred to as Board members):
  - a) Board Members' names and full contact information,
  - b) Current member status ( ie. Length of term served, length remaining), names and terms of committees served on by board members,
  - c) Current board member assignments,
  - d) By-laws,
  - e) Articles of incorporation,
  - f) Meeting minutes from the past 6 months, or a summary of the board meetings and topics discussed signed by the secretary of the nonprofit as accurate - the summary would include - which board members were in attendance at each meeting, whether there was a quorum, items considered by the Board and the action taken, time and date of the meeting and whether or not they routinely take more detailed minutes.
  - g) A resolution from the agency's governing Board authorizing the submission of proposal.
    - i) Members of the proposing team must provide a resolution from their Board authorizing the submission of the proposal upon request.

If submitting a collaborative proposal (Two page maximum)

- 4) Describe the collaborative entity and identify the members, with names, addresses, and phone numbers of key representatives. Identify the person or persons with the authority to represent and make legally binding commitments on behalf of the collaborative entity.
  - a) Provide a brief description of the agency's history, mission and goals and the agency's current programs, activities, services and accomplishments;
  - b) Identify the contractual relationship among any multiple agencies, if appropriate.
- 5) A resolution from the agency's governing Board authorizing the submission of proposal.
  - a) Members of the proposing team must provide a resolution from their Board authorizing the submission of the proposal upon request.

Clear lines of responsibility within the collaborative must be established upon which the City can rely during negotiations and implementation of the Agreement.

---

**Section 2 – Approach and Alignment to Identified Community Priorities**  
**(One page maximum)**

**5%**

- 6) Describe the services you are proposing to provide and explain how these services meet the needs of the Japantown Redevelopment Area, Northside Neighborhood and Hensley Historic District.
- 7) Provide a description of the target population. Include the number of participants, age(s) of participants, ethnicity, etc.

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**Section 3 – Service Capacity (Four page maximum)**

**30%**

**Experience**

- 6) Describe your agency's experience and expertise in operating a center. Provide relevant examples that demonstrate your agency's capacity to operate a community center.
- 7) Describe your agency's experience and expertise in providing the proposed services. Provide a description of the team assigned to handle the services you are proposing including the lead person assigned. The description of your team should include a list of each staff position involved and the activities each staff position will provide. Information on their program background with regard to the services under consideration is essential. Include the résumés of all staff proposed to be assigned to the projects as appendices. The résumés should discuss relevant experience.
  - a) If submitting a collaborative proposal, provide relevant qualifications and specific relevant experience of the principals of the agencies.
- 8) Describe your agency's experience with undertaking assignments similar to the services you are proposing within the past five years. Note any particular complexities or other qualities relevant to this engagement.

**Specialized Programming**

- 9) Inclusion is a philosophy and fundamental process where the all staff collaborates to ensure that

every resident has the opportunity and choice to participate in all aspects of the services being provided. Describe your agency's experience in or capacity to provide Inclusion Services.

10) Describe your agency's capacity to provide scholarship programming for low-income families.

11) Describe your agency's experience with fee-based programming.

### **Collaboration Experience**

12) Describe your agency's experience working collaboratively with the other agencies identified in this proposal and describe how you intend to collaborate on this proposal.

13) Describe your agency's experience working with collaborative partners (i.e. non-profit agencies, school districts, government agencies, neighborhood committees, etc). Provide relevant examples.

14) Describe how your agency plans to partner with or strengthen relationships with other organizations in the community. Describe your agency's strategy to develop strong partnerships.

---

### **Section 4 – Financial Capacity (Two page maximum)**

**20%**

15) Describe your agency's level of financial capacity.

- a) If this is a collaborative proposal, explain how you, as the lead agency, has assessed and evaluated the financial capacity of your partnering agencies.

16) Describe the resources that have been allocated to this assignment. Are there sufficient resources to operate, maintain and provide services at the Center?

17) Will your agency require the allocated funds of \$142,000 for operation and maintenance costs? If not, what percentage of these costs will your agency provide?

18) Describe any strategies your agency has used to increase its financial capacity. (i.e. grant awards, fundraising, etc.) Provide examples as applicable.

19) Identify additional funding sources your agency will rely upon to provide services along with a copy of the grant award agreement or other evidence from the funder of its funding commitment (*if applicable, include copy in appendices*).

20) Provide a statement with respect to your agency's ability to comply with the terms and conditions in the City's Standard Operation Agreement (Attachment I), with particular attention given to Exhibit E, "Insurance."

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### **Section 4 – Program Design (Five page maximum)**

**30%**

#### **Services**



- 21) In order to reduce interruption to current services as much as possible, agencies must provide, at a minimum the programs and services listed in SECTION II, D. (page 8). Explain how your agency will keep the integrity of these services. Describe the significant activities to be accomplished for each of these services. Note: Senior nutrition services will be provided by the City until the County issues a new RFQ, as noted earlier in Section II. D.
- a) If services will be provided by another agency, identify the agency or agencies that will be providing the services.
- 22) Provide a description of any additional service(s) you are proposing to provide. Provide a clear description and explanation of the scope of services.
- a) If services will be provided by another agency, identify the agency or agencies that will be providing the services.
- 23) Describe the significant activities to be accomplished for each service.
- 24) Describe how the services you are proposing align with the City of San José's priority core services.
- 25) Describe your agency's strategy to obtain customer input.
- a) Describe what avenues you would use to obtain customer input.
  - b) Describe how often you would obtain customer input.
  - c) Describe how you plan to use customer input.

### **Operation and Service Hours**

- 26) Describe your proposed hours of operation for the Center and an explanation on how these operating hours will meet the needs of the community.
- 27) Indicate the hours of each service that would be provided. How often are the services provided? Describe frequency and number of times services are provided.
- 28) Provide a sample monthly calendar demonstrating Center utilization.

### **Recruitment and Cost**

- 29) Provide a marketing and outreach plan that defines services to be provided, program objectives, target audience, and vehicles of communication. (*include in appendices*)
- 30) Describe how participants are selected. Describe your selection and enrollment methods.
- 31) Describe the costs, if any, to the participants for each of the proposed services.
-

## FORM 4 – UNITS OF SERVICE WORKSHEET

### Form C Units of Service Worksheet

This form should reflect all the activities and services your agency proposes to provide at the Center, either directly or through partnerships with other agencies. Feel free to create more rows as needed.

#### Definitions

- 1. Specific Activity:** Enter each specific activity that you are proposing.
- 2. Participants per Year:** Enter the number of projected participants in each activity for one calendar year.
- 3. Participants per Session:** Enter the number of projected participants in each session.
- 4. Sessions per Year:** Enter the number of sessions projected for each activity.
- 5. Hours per Session:** Enter the average number of hours per session.
- 6. Units of Service:** To calculate the Units of Service, multiply number of Participants per Session X number of Sessions per Year X Hours per Session.

## FORM 4 – UNITS OF SERVICE WORKSHEET

**PROPOSED SERVICE:** \_\_\_\_\_

SPECIFIC ACTIVITY	PARTICIPANTS PER YEAR	PARTICIPANTS PER SESSION	SESSIONS PER YEAR	HOURS PER SESSION	UNITS OF SERVICE (UOS)*

***UOS FORMULA\****

PARTICIPANTS PER  
SESSION

SESSIONS PER YEAR

HOURS PER SESSION

UOS

\_\_\_\_\_ x \_\_\_\_\_ x \_\_\_\_\_ = \_\_\_\_\_

***COST PER UOS (Mandatory for each Service)***

ESTIMATED BUDGET PER PROPOSED SERVICE

UOS PER PROPOSED SERVICE

COST PER UOS

\_\_\_\_\_ ÷ \_\_\_\_\_ = \_\_\_\_\_

## FORM 5A and 5B – BUDGET

**Form 5A** Center Budget - Complete a **total** budget for the Center.

**Form 5B** Service Budget - Complete a budget for **each** proposed service.

In “Service Provider” column, specify how much your agency will spend to provide the proposed service. In “Partnering Agency” column, specify how much your agency will leverage in services provided by partnering agencies.

### Personnel Costs

1. **Salary:** Enter the salary for each staff member, including Full-Time Equivalent (FTE) estimate.
2. **Fringe:** Included in this line item are payroll-related costs such as FICA, health insurance and retirement benefits, and Workers’ Compensation, and other payments made on behalf of employee.

### Operating Costs

1. **Utilities:** Enter the prorated costs for water, gas, electric, garbage and trash collection, and similar expenses for the proposed service.
2. **Communication:** Enter costs for telephone, fax, postage, and other communication costs that are essential to the operation of the proposed service.
3. **Office Supplies:** Enter costs for office supplies that are essential to the operation of the proposed service.
4. **Equipment:** Enter costs of equipment that is essential for the operation of the proposed service.
5. **Program Supplies:** Enter costs for consumable commodities that have a useful life of one (1) year or less, which render services essential to the operation of the proposed service.
6. **Travel:** Enter cost for automobile mileage, transportation, and all necessary and ordinary travel expenses while on official business as related to the proposed service.
7. **Insurance:** Enter the prorated cost of insurance and other related services for the proposed service.
8. **Contract Services:** Include payments made to individuals who provide professional, scientific, or technical services. Any services that the agency does not have the capability to perform itself, in order to operate your program, but who are not your employees. (i.e. consultants, trainers, evaluator, therapists, and social workers.)
9. **Audit Fees:** Prorated cost for payments to an independent Auditor to perform the required audit.
10. **Other:** Include any items not covered by the previous categories that are essential to the operation of the proposed service.

## FORM 5A – CENTER BUDGET

Complete a **total** budget for the Center.

### A. Personnel Costs

Description	Service Provider	Funding Source	Partnering Agency	Total Budget
<i>(List position title and FTE)</i>				
<b>Example:</b>				
Total Salaries				
Fringe Benefits				
<b>Total Personnel Costs</b>				

## B. Operating Costs

Description	Service Provider	Funding Source	Partnering Agency	Total Budget
Occupancy				
Utilities				
Communication				
Office Supplies				
Equipment				
Program Supplies				
Travel				
Insurance				
Contract Services				
Audit Fees				
Overhead				
Other (Specify)				
Other				
<b>Total Operating Costs</b>				

<b>TOTAL COSTS</b>				
--------------------	--	--	--	--

## FORM 5B – SERVICE BUDGET

Complete a budget for **each** proposed service.

**PROPOSED SERVICE:** (Example) Day Education Program

### A. Personnel Costs

Description	Service Provider	Funding Source	Partnering Agency	Total Program
<i>(List position title and FTE)</i>				
<b>Example:</b>				
Program Manager (.50 FTE)	\$15,000	Agency funds	\$10,000	\$25,000
Program Specialist (1.0 FTE)	18,000	HNVF	\$10,000	\$28,000
Total Salaries	\$33,000		\$20,000	\$53,000
Fringe Benefits				
<b>Total Personnel Costs</b>	<b>\$33,000</b>		<b>\$20,000</b>	<b>\$53,000</b>

### B. Operating Costs

Description	Service Provider	Funding Source	Partnering Agency	Total Program
<i>Occupancy (Example)</i>	\$300		\$200	\$500
Utilities				
Communication				
Office Supplies				
Equipment				
Program Supplies (Example)	\$60		\$40	\$100
Travel				
Insurance				
Contract Services				
Audit Fees				
Overhead				
Other (Specify)				
Other				
<b>Total Operating Costs</b>	<b>\$360</b>		<b>\$240</b>	<b>\$600</b>

<b>TOTAL COSTS</b>	<b>\$33,360</b>		<b>\$20,240</b>	<b>\$53,600</b>
--------------------	-----------------	--	-----------------	-----------------

## FORM 6 –BUDGET NARRATIVE

Complete budget narrative for each proposed service. List each budgeted item for the proposed service and give an explanation of how it contributes to the success of each service.

**PROPOSED SERVICE:** (Example) Day Education Program

### Personnel Costs

Description	Explanation
<b>Examples:</b>	
<i>Program Manager (.50 FTE)</i>	<i>20 hr./week dedicated to tutoring program. Oversees total program productivity and activity implementation.</i>
<i>Program Specialist (1.0 FTE)</i>	<i>Full time dedicated position, organizing all activities and program support.</i>

### Operating Costs

Description	Explanation
<b>Examples:</b>	
<i>Rent</i>	<i>Classroom space for 3 hours/day including utilities.</i>
<i>Program Supplies</i>	<i>Textbooks, workbooks, and materials necessary to run program.</i>

## ATTACHMENT A – PROPOSER QUESTIONNAIRE

All information requested in the Questionnaire shall be furnished by the Agency, and shall be submitted with the Proposal. Statements shall be complete and accurate and in the form requested. Omission, inaccuracy or misstatement may be cause for the rejection of a proposal.

1. Name of Proposer exactly as it is to appear on a service agreement and address which Proposer would designate under the Notice provision of the agreement:

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2. Proposer, if selected, intends to carry on the business as Individual Non-Profit ( ), Collaboration of Non-Profits ( ), Non-Profit Corporation ( ), Government Agency ( ) Other ( ): If "Other" attach explanation.

**A. Date of Organization:**

**B. Government Agency or Non-Profit**

(if applicable)

**C. Agreement Record**

County

State

Date

**D. Registered in California?**

If so, when?

3. If a corporation, answer the following:

**A. When incorporated?**

**B. In what state?**

**C. Authorized to do business in California?**

If so, what date?

4. Have you ever had a bond or surety denied, canceled, or forfeited?

YES ☐ NO ☐

If yes, state name of bonding company, date, amount of bond and reason for such cancellation or forfeiture in an attached statement.

5. Have you ever declared bankruptcy or been declared bankrupt?

YES ☐ NO ☐

If yes, state date, court jurisdiction, docket number, amount of liabilities and amount of assets.



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6. Has your agency ever had any agreements cancelled?

**YES** ☐ **NO** ☐ If yes, give details.

---

7. Has your agency ever been sued by any agency or organization for issues pertaining to fee payment, performance, or other related issues?

**YES** ☐ **NO** ☐ If yes, give details.

---

8. Are you currently engaged in merger or acquisition negotiations, or do you anticipate entering into merger or acquisition negotiations within the time period of this Request for Proposals?

**YES** ☐ **NO** ☐ If yes, give details. Attach copy of such agreement(s).

---

9. Are you now engaged in any litigation which does now or could in the future affect your ability to pay fees or perform under this Agreement?

**YES** ☐ **NO** ☐ If yes, give details.

---

The undersigned hereby declares under penalty of perjury that all statements, answers and representations made in this questionnaire are true and accurate, including all supplementary statements hereto attached. In the case of a Collaborative Proposer, the signature of one duly authorized representative is sufficient.

---

**Signature**

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**Signature**

---

**(Please Print or Type name)**

---

**(Please Print or Type name)**

---

**Title**

---

**Title**

**ATTACHMENT B – ACKNOWLEDGEMENT OF ADDENDA, RFP 10-23-06**

Proposer acknowledges receipt of the following formal clarification(s) to the RFP to Provide Services, Operate and Maintain the Jacinto “Tony” Siquig Northside Community Center.

**List City issued Addenda received to date:**

Addendum #	_____
Addendum #	_____
Addendum #	_____
Addendum #	_____
Addendum #	_____
Addendum #	_____
Addendum #	_____

**Legal Name of Organization:**\_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

# ATTACHMENT C – AUGUST 2006 CALENDAR

## JTS NORTHSIDE COMMUNITY CENTER



SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
		<b>1</b> Walking Club~9-10am BP Screening ~ 10-11 am GAME ROOM ~ 10-2pm Light Exercise ~ 11:45 am Hawaiian Dance~1-2 pm Summer Rec.~10-4pm Sr. Lunch ~ 12:00 pm <i>*Fried Fish w/ Scallion, Ginger &amp; Soy Sauce,                      Seasonal Vegetables, Rice, Orange</i>	<b>2</b> Yoga~ 9-10am Art Class ~ 10-11am BP Screening 10-11:30 am Light Exercise 11:30 am Summer Rec.~10-4pm Sr. Lunch 12:00pm <i>*Chicken Palak, Dal Makhani “Lntil”,                      Bhindi Masala “Okra w/Bell Pepper”,                      Rice &amp; Nan, Surprise dessert</i>	<b>3</b> BP Screening~ 10-11:30 Light Exercise ~11:30 am Summer Rec.~10-4pm Sr. Lunch 12:00pm <i>*Pork Adobo, String Beans w/Carrots,                      Rice, Orange</i>	<b>4</b> TAI CHI CLASS~ 9-10am  GAME ROOM ~ 10-2pm Bhangra~ 6-8pm Summer Rec.~10-4pm
<b>6</b> GAME ROOM ~ 10:00-2:00pm BP Screening ~ 10:00-11:30 am Social Dance 12:30-3:30 pm Post 858 Veterans meeting 10-12pm Sr. Lunch ~ 12:00 pm <i>*Curry Chicken, Squash, Cauliflower,                      Rice, Surprise Dessert</i>	<b>7</b> OFFICE CLOSED	<b>8</b> Walking Club~ 9-10am BP Screening ~ 10-11 am GAME ROOM ~ 10-2pm Light Exercise ~ 11:45 am Line Dancing Club ~1-2 pm Sr. Lunch ~ 12:00 pm <i>*Sliced BBQ Pork w/ Tofu, Fresh Broccoli, Rice,                      Chef's Choice Dessert</i>	<b>9</b> Yoga~ 9-10am Art Class ~ 10-11am BP Screening 10-11:30 am Light Exercise 11:30 am Sr. Lunch 12:00pm <i>*Chicken Curry Masala, Dal Makhani “mixed beans”, Rice and Nan, Orange</i>	<b>10</b> BP Screening~ 10-11:30 Light Exercise ~11:30 am Sr Lunch 12:00pm <i>*Fillet Chicken w/ Egg Whites, Bok Choy                      Rice, Orange</i>	<b>11</b> TAI CHI CLASS~ 9-10am  GAME ROOM ~ 10-2pm Bhangra~ 6-8pm

<b>13</b> <b>GAME ROOM ~ 10-2pm</b> <b>BP Screening ~ 10-11:30 am</b> <b>Social Dance 12:30-3:30 pm</b> <b>Sr Lunch ~ 12:00 pm</b> <i>*Sauteed Beef, Mustard, Rice, Surprise Dessert</i>	<b>14</b>  <b>OFFICE CLOSED</b>	<b>15</b> <b>Walking Club~ 9-10am</b> <b>BP Screening ~ 10-11 am</b> <b>GAME ROOM ~ 10-2pm</b> <b>Light Exercise ~ 11:45 am</b> <b>Line Dancing Club ~1-2 pm</b> <b>Sr. Lunch ~ 12:00 pm</b> <i>*Teriyaki Chicken, Seasonal Vegetables, Rice, Orange</i>	<b>16</b> <b>Yoga~ 9-10am</b> <b>Art Class ~ 10-11am</b> <b>BP Screening 10-11:30 am</b> <b>Light Exercise 11:30 am</b> <b>Sr. Lunch 12:00pm</b> <i>*Chicken Do Piazza, Dal Chana, "garbanzo beans", Cabbage, Bell Pepper &amp; Peas, Rice &amp; Nan, Sweet Dessert</i>	<b>17</b> <b>BP Screening~ 10-11:30</b> <b>Light Exercise ~11:30 am</b> <b>Sr. Lunch~12:00pm</b> <i>*Peking Boneless Pork, Squash, Corn &amp; Carrots, Rice, Orange</i>	<b>18</b> <b>TAI CHI CLASS~ 9-10am</b>  <b>GAME ROOM ~ 10-2pm</b>  <b>Bhangra~ 6-8pm</b>
<b>20</b> <b>GAME ROOM ~ 10-2pm</b> <b>BP Screening ~ 10-11:30 am</b> <b>Social Dance 12:30-3:30 pm</b> <b>Post 714 Veterans Meeting 10-12pm</b> <b>Sr. Lunch ~ 12:00 pm</b> <i>*Braised Fish, Chinese &amp; American Broccoli, Rice, Chef's Choice Dessert</i>	<b>21</b>  <b>OFFICE CLOSED</b>	<b>22</b> <b>Walking Club~ 9-10am</b> <b>BP Screening ~ 10-11 am</b> <b>GAME ROOM ~ 10-2pm</b> <b>Hawaiian Dance Class ~ 10-11 am</b> <b>Light Exercise ~ 11:45 am</b> <b>Line Dancing Club ~1-2 pm</b> <i>*Sautéed Pork, Cauliflower, Rice, Surprise Dessert</i>	<b>23</b> <b>Yoga~ 9-10am</b> <b>Art Class ~ 10-11am</b> <b>BP Screening 10-11:30 am</b> <b>Light Exercise 11:30 am</b> <b>Sr. Lunch 12:00pm</b> <i>*Tandoori Chicken, Green Lentils, Palak Paneer w/ Spinach, Rice &amp; Nan, Orange</i>	<b>24</b> <b>BP Screening~ 10-11:30</b> <b>Light Exercise ~11:30 am</b> <b>Sr. Lunch~ 12:00pm</b> <i>*Stir-Fry Beef, Mustard Greens, Rice, Surprise Dessert</i>	<b>25</b> <b>TAI CHI CLASS~ 9-10am</b>  <b>GAME ROOM ~ 10-2pm</b>  <b>Bhangra~ 6-8pm</b>
<b>27</b> <b>GAME ROOM ~ 10-2pm</b> <b>BP Screening ~ 10-11:30 am</b> <b>Social Dance 12:30-3:30 pm</b> <b>Sr. Lunch ~ 12:00 pm</b> <i>*Garlic Chicken, String Beans w/ Carrots, Rice, Orange</i>	<b>28</b>  <b>OFFICE CLOSED</b>	<b>Walking Club~ 9-10am</b> <b>BP Screening ~ 10-11 am</b> <b>GAME ROOM ~ 10-2pm</b> <b>Light Exercise ~ 11:45 am</b> <b>Line Dancing Club ~1-2 pm</b> <b>Sr. Lunch ~ 12:00 pm</b> <i>*Mongolian Beef, Bok Choy w/ Carrots, Rice, Orange</i>	<b>30</b> <b>Yoga~ 9:-10:00am</b> <b>Art Class ~ 10:00-11:00am</b> <b>BP Screening 10:00-11:30 am</b> <b>Light Exercise 11:30 am</b> <b>Sr. Lunch 12:00pm</b> <i>*Chicken Mushroom, Dhal Chana "chick peas", Potatoes, Cauliflower &amp; Bell Pepper Rice &amp; Nan, Sweet Dessert</i>	<b>31</b> <b>BP Screening~ 10:00-11:30</b> <b>Light Exercise ~11:30 am</b> <b>Sr. Lunch ~12:00pm</b> <i>*Steamed Chicken w/ Dried Lily Flowers Fresh Broccoli, Rice, Surprise Dessert</i>	

## ATTACHMENT D – PRNS CORE SERVICES

### Recreation and Cultural Services City Service Area (CSA)

#### Primary Partners:

PRNS, Library Department, City Manager – Office of Economic Development, Arts and Cultural Development

#### Mission:

To serve, foster, and strengthen community by providing access to lifelong learning and opportunities to enjoy life.

#### Outcomes:

- Safe and clean parks, facilities and attractions
- Vibrant cultural, learning and, leisure opportunities
- Healthy neighborhoods and capable communities

#### Parks, Recreation, and Neighborhood Services Core Services:

##### 1. Neighborhood Livability Services

To support community residents, schools, and neighborhood organizations to make their neighborhoods more livable, sustain neighborhood leadership, and provide and maintain open space and neighborhood parks.

##### Key Operational Services:

- |                                   |   |
|-----------------------------------|---|
| • Strong Neighborhoods            | • Anti-Graffiti and Anti-Litter Program   |
| • Neighborhood Development Center | • Neighborhood Parks Maintenance          |
| • Animal Care and Services        | • Civic Grounds and Landscape Maintenance |

##### Performance and Resource Overview

Neighborhood Livability Services are delivered by the Department of Parks, Recreation, and Neighborhood Services (PRNS) in partnership with schools, community groups, residents, and other City departments to improve neighborhood conditions and increase positive resident experiences and perceptions regarding the safety and livability of their neighborhoods. These conditions include the effects of crime, graffiti and litter, blatant drug and gang activity, blighted conditions, animal care, inadequate public facilities, and a lack of sense of community.

##### 2. Life Enjoyment Services

To provide opportunities for City residents to play, learn, socialize, and receive supportive assistance to live healthy and enriched lifestyles.

##### Key Operational Services:

- |  |   |
|--|---|
| • Community, Youth, and Senior Centers     | • Gang Intervention                     |
| • San José After School                    | • Tattoo Removal                        |
| • Aging and Therapeutic/Inclusion Services | • Regional Parks and Special Facilities |
| • Community Garden Program                 | • Park Ranger Services                  |
| • Municipal Health Services                |   |

#### Performance and Resource Overview

This core service is committed to providing a broad spectrum of life enjoyment services that contributes towards the social, physical, educational, and enrichment needs of San José residents and visitors. Access, frequency, diversity, inclusion, and choice are all values that this core service strives to reach. These values are applied to equalize access across all parts of the City and to all types of customers. The following are key goals of Life Enjoyment Services: enrichment, physical fitness, physical and social independence, participation in large special events, enjoyment of the City's regional park system, and personal development skills.

### **3. Community Strengthening Services**

Provide services that enable individuals to exercise power and influence over their own lives and communities.

#### Key Operational Services:

- Community Development Block Grant
- San José B.E.S.T.
- Safe Schools Campus Initiative
- San José After School
- Healthy Neighborhoods Venture Fund
- Retired Senior and Volunteer Program
- Senior Companion
- Adopt-A-Park
- San José Beautiful
- Volunteer San José

#### Performance and Resource Overview

Community Strengthening Services support community agencies, groups, and individuals to acquire the resources, develop skills, and seize opportunities to address the diverse needs of San José residents and work toward the maintenance and improvement of their neighborhoods and communities.

# ATTACHMENT E

## City of San José

### Request for Contracting Preference for Local and Small Businesses

Chapter 4.06 of the San Jose Municipal Code provides for a preference for Local and Small Businesses in the procurement of contracts for supplies, materials and equipment and for general and professional consulting services. The amount of the preference depends on whether the vendor qualifies as a Local Business Enterprise\* or Small Business Enterprise\*\* and whether price has been chosen as the determinative factor in the selection of the vendor.

In order to be a Local Business Enterprise (LBE) you must have a current San Jose Business Tax Certificate Number and have an office in Santa Clara County with at least one employee. If you qualify as an LBE you can also qualify as a Small Business Enterprise (SBE) if the total number of employees (*regardless of where they are located*) of your firm is 35 or fewer.

There are two ways in which the preference can be applied. In procurements where price is the determinative factor (*i.e. there are not a variety of other factors being considered in the selection process*) the preference is in the form of a credit applied to the **dollar value** of the bid or quote. For example, a non-local vendor submits a quote of \$200 per item and a LBE submits a quote of \$204 per item. The LBE receives a 2.5% credit on the quote, which equals approximately \$5 and thus the LBE will win the award because the quote is evaluated as if it had been submitted as \$199.

In procurements such as RFP there are usually a variety of factors evaluated to determine which proposal best meets the City's needs. In procurements such as these where price is not the determinative factor, an LBE or SBE will be given an **additional 5% to 10% points** in the **scoring** of their proposal.

The following determinations have been made with respect to this procurement: (for official use only)

<b>Type of Procurement</b>	<input type="checkbox"/> Bid	<input type="checkbox"/> Request for Quote	<input checked="" type="checkbox"/> Request for Proposal
<b>Type of Preference</b>	<input type="checkbox"/> Price is Determinative		<input checked="" type="checkbox"/> Price is Not Determinative
<b>Amount of Preference</b>	LBE preference = 2.5% of Cost	LBE preference = 5% of Points	
	SBE preference = 2.5% of Cost	SBE preference = 5% of Points	

**In order to be considered for any preference you must fill out the following statement(s) under penalty of perjury.**

<b>Business Name</b>			
<b>Business Address</b>			
<b>Telephone No.</b>			
<b>Type of Business</b>	<input type="checkbox"/> Corporation	<input type="checkbox"/> LLC	<input type="checkbox"/> LLP
	<input type="checkbox"/> General Partnership	<input type="checkbox"/> Sole proprietorship	<input type="checkbox"/> Other (explain)

#### \*LOCAL BUSINESS ENTERPRISE (LBE) PREFERENCE

**In order to qualify as an LBE you must provide the following information:**

**Current San Jose Business Tax Certificate Number**

**Address of Principal Business Office or Regional, Branch or Satellite Office with at least one employee located in Santa Clara County:**

#### \*\*SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE

In order to qualify as an SBE you must qualify as an LBE and have 35 or fewer employees. This number is for your **entire** business --NOT just local employees, or employees working in the office address given above.

**Please state the number of employees that your Business has:**

Based upon the forgoing information I am requesting that the Business named above be given the following preferences (*please check*): ☐ Local Business Enterprise ☐ Small Business Enterprise

I declare under penalty of perjury that the information supplied by me in this form is true and correct.

Executed at: \_\_\_\_\_, California

Date: \_\_\_\_\_

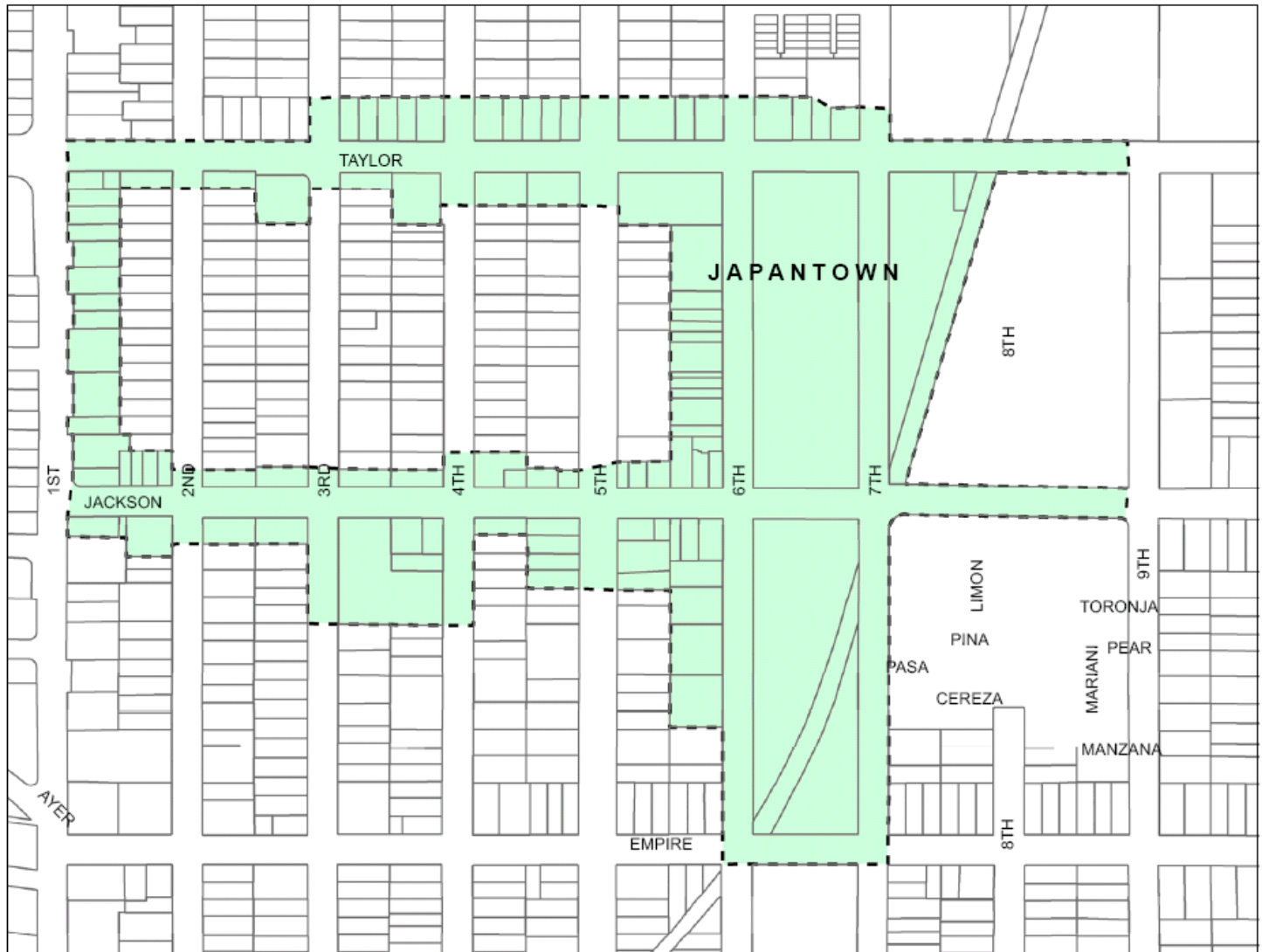
Signature \_\_\_\_\_

Print name \_\_\_\_\_

RFP 10-23-06

Attachment E

## ATTACHMENT F – JAPANTOWN REDEVELOPMENT AREA MAP





## **ATTACHMENT G – DISCLOSURE STATEMENT**

(This does not need to be completed until Agreement is signed.)

OPERATOR shall file with City Clerk a disclosure statement (Statement of Economic Interests -- Form 700) which includes disclosure of the following:

1. Schedule A - 1 -- Investments.
2. Schedule A - 2 -- Investments, Income and Assets of Business Entities/Trusts.
3. Schedule B -- Interests in Real Property.
4. Schedule C -- Income and Business Positions.
5. Schedule E -- Income - Gifts.
6. Schedule F -- Income - Gifts; Travel Payments, Advances and Reimbursements.

**ATTACHMENT H – STANDARD OPERATION AGREEMENT SAMPLE  
FOR ILLUSTRATION PURPOSES ONLY**

**AGREEMENT BETWEEN CITY OF SAN JOSE AND  
[ ]  
TO OPERATE, MAINTAIN AND PROVIDE SERVICES AT THE  
JACINTO “TONY” SIQUIG NORTHSIDE COMMUNITY CENTER**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by and between the **CITY OF SAN JOSE**, a municipal corporation (“CITY”) and the  
[ ], a \_\_\_\_\_ non-profit corporation (“AGENCY”).

**RECITALS**

A. CITY is the owner of that property located at 488 North Sixth Street in the City of San José, State of California, in which are facilities known as the Jacinto “Tony” Siquig Northside Community Center (“Center”).

B. CITY’s Director of Parks, Recreation and Neighborhood Services (“Director”) (including Director's designated representatives, “CITY REPRESENTATIVE”) is charged with the responsibility of supervising the use of CITY’s parks and recreational facilities.

C. AGENCY is organized as a \_\_\_\_\_ non-profit corporation to provide services and opportunities for all ages with an emphasis on [ ].

D. AGENCY has an objective of operating a multi-service community center as a focal point for community interaction where residents can organize and develop a sense of community.

E. On Friday, August 11, 2006, the CITY’s Department of Parks, Recreation and Neighborhood Services re-issued a Request for Proposals (“RFP”) seeking applicants to operate, maintain and provide services at the Center. AGENCY submitted a response to the RFP dated \_\_\_\_\_ which was selected as most advantageous by the CITY. CITY and AGENCY desire to enter into an Agreement to operate, maintain and provide services at the Center, pursuant to the terms hereof.

F. The right to use and operate the Center without payment of full fair market value rent conveys a valuable benefit. In agreeing to enter into this Agreement, the CITY agrees to grant use and operation of certain recreational facilities, such as the Center, to the AGENCY on the condition that the AGENCY will provide programs and operational services of at least

reasonably equal value to the amount below fair market value charged to the AGENCY for use of the Center. The minimum rent shall be one dollar per month.

In view of the above, the parties hereto do hereby agree as follows:

**SECTION 1.**                    **TERM OF AGREEMENT.** This Agreement shall be for a term commencing on \_\_\_\_\_ and expiring no later than \_\_\_\_\_, unless sooner terminated pursuant to the provisions of this Agreement. This Agreement may be extended by mutual agreement of the parties for one additional year on the same terms and conditions. The City Manager is authorized to execute the one year extension of this Agreement. This Agreement may be terminated by the CITY at any time and in CITY's sole discretion, upon 30 days prior written notice to AGENCY, as further provided herein. Regardless of the date of execution of this Agreement, the effective date shall be \_\_\_\_\_.

**SECTION 2.**                    **FAIR MARKET VALUE.**

A.        The Center was constructed as a community serving venue, to provide among other things, programs and services to the community, and as a site available for reservation for meetings, special events, and similar activities. This Agreement grants certain use and operation of the Center below market rate.

In exchange for (i) the authority to use and operate the Center as set forth herein, and (ii) in exchange for use of the Center, AGENCY agrees to provide, at a minimum, services, programs and operation oversight and management services in compliance with the scope of services set forth in Exhibit A, including the units of service set forth in Exhibit C. AGENCY acknowledges that its agreement to provide at least the minimum level of services and programs to the CITY and the community is a material provision of this Agreement. Failure to provide services as agreed upon in Exhibit A can result in termination of the Agreement.

B.        AGENCY understands that CITY is relying upon AGENCY delivering the program of services described to the CITY as a part of AGENCY's response to the CITY's RFP.

C.        AGENCY acknowledges that it is not a political organization nor politically oriented, nor shall AGENCY use the Center to promote religious or political purposes.

D. AGENCY shall provide CITY REPRESENTATIVE on an annual basis, with the following:

1. An organizational chart of the AGENCY along with a list of staff employees (by title) and salary.
2. Names and addresses of current members of the Governing Body.
3. A schedule of the AGENCY's Board meetings and the Board's meeting minutes for the past year.
4. A current annual financial report of the AGENCY or Group including sources of funding and any constraints on receivable or received funds.
5. Proof that their service is still available and quantitative reports of services provided during the preceding year.

### **SECTION 3. MONITORING AND EVALUATION**

A. AGENCY shall be subject to the standards for its performance of this Agreement as set forth in the attached Exhibit A "Scope of Services" (alternatively referred to as "Program"), Exhibit B, entitled "Performance Standards," and Exhibit C, "Units of Service." AGENCY shall furnish all data, statements, records, information, and reports necessary for CITY to monitor, review and evaluate the performance of the AGENCY. Unit of Service is defined on Exhibit B.

B. At any time during normal business hours, and as often as may be deemed necessary, AGENCY agrees that CITY or its authorized representatives shall have access to and the right to examine its offices and facilities engaged in performance of this Agreement and all its records with respect to all matters covered by this Agreement.

### **SECTION 4. PROGRAM COORDINATION**

A. Within 3 months of execution of this Agreement, AGENCY shall complete a survey of community needs and shall submit in writing to CITY's REPRESENTATIVE its plan for offering a comprehensive program of recreation and social services serving the needs of the community, including the community surrounding the Center, during the term of this Agreement, which plan must be approved by CITY, and is further described in Exhibit A. AGENCY shall submit its proposed survey to determine community needs and the method of distribution to

CITY REPRESENTATIVE for CITY's prior approval. Upon approval of the Program's plan by the CITY REPRESENTATIVE, AGENCY shall offer the Program to the public in accordance with the approved written plan. AGENCY also acknowledges that AGENCY shall comply with the requirement that the Center shall be made available to organizations, businesses and residents located in the surrounding area no less than 45 days per year, which is set forth in a use covenant required by the Redevelopment Agency of San José as a condition to its contribution toward the construction costs for the Center.

B. AGENCY represents that AGENCY shall employ, at its sole cost and expense, a full-time (40 hours per week) administrator who shall act as the director of the Program and shall have overall responsibility for the progress and execution of this Agreement, as well as supervise the operation of the Program. AGENCY shall provide CITY with the contact information for AGENCY's Program Director upon execution of this Agreement. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute Program director, AGENCY shall notify CITY REPRESENTATIVE immediately of such occurrence. AGENCY's staff shall cooperate fully with CITY REPRESENTATIVE with respect to all matters related to this Agreement.

C. AGENCY's staff shall attend meetings as required or requested by CITY REPRESENTATIVE.

D. The parties agree that AGENCY shall be solely responsible for the recruitment, training, supervision and compensation of AGENCY's employees, including Program employees. The parties further agree that AGENCY shall be solely responsible for the recruitment, training and supervisions of volunteers to assist in the operation of Center or the Program.

E. AGENCY shall submit quarterly reports regarding AGENCY's performance of the Program and other requirements hereunder, in accordance with the schedule set forth in Exhibit D. AGENCY's reports must be on a form approved by the CITY REPRESENTATIVE.

## **SECTION 5. OPERATION OF CENTER.**

A. CITY grants permission to AGENCY to conduct the Program and to otherwise oversee operation of the Center as a community center available to the public (including the surrounding grounds), during the term of the Agreement, pursuant to the terms of this

Agreement. The use of the Center by AGENCY shall not be exclusive, and CITY shall have the right at all times to enter upon the Center for any purpose and to use the same for any purpose not inconsistent with AGENCY's obligations hereunder. AGENCY shall not pay facility use fees to CITY for AGENCY'S Program activities which have been expressly approved by CITY'S REPRESENTATIVE, subject to the provisions of this Agreement, provided that other costs and charges as set forth herein, may apply.

B. AGENCY shall be responsible for conducting the operations of the Center consistent with CITY's policies and procedures for facility operation, including without limitation, nondiscrimination, recycling practices and procedures and as further set forth in Exhibit A. AGENCY'S operational obligations shall include staffing the Center, running the Program in a manner satisfactory to CITY, taking room requests and maintaining the booking calendar for the Center, entering into facility use agreements with outside users, and ensuring that proper deposits, fee payments and insurance requirements are met by Center users.

C. AGENCY agrees that it shall take reasonable measures to ensure that neither the Center, nor any portion of the Center, is used for any purposes other than those specified and authorized by the terms of this Agreement or in writing by the CITY REPRESENTATIVE.

D. The Center shall also function in a manner similar to other CITY-owned community centers, by making rooms and space available for use by the public upon payment of facility use fees. Subject to procedures and rules approved by the CITY REPRESENTATIVE, AGENCY shall allow portions of the Center to be used by groups or individuals for meetings and events, subject to payment of published facility use fees. AGENCY shall collect the appropriate fees and charges for such use. The rental procedures and rules approved by the CITY REPRESENTATIVE for implementation by the AGENCY and the fees and charges charged by AGENCY shall be subject to the CITY's prior approval, shall be at the same level as the building use fees and charges adopted by resolution of City Council and with procedures and rules and applicable to other CITY-owned and operated community center buildings, unless otherwise approved in writing by Director. AGENCY shall deliver to CITY its proposed schedule of fees and charges and AGENCY shall obtain CITY's prior written approval of any fees and charges imposed for use of the Center.

E. All proceeds from Center use shall be identified in AGENCY's reports to CITY, and shall be dedicated by AGENCY solely towards subsidizing and reducing the direct costs of operation of the Center, or for providing CITY-approved community serving programs held at

the Center and CITY-approved services to the community provided at the Center. Allowable expenditures by AGENCY of facility use revenues from the Center include AGENCY's costs of intake and processing of center reservations, costs of providing staff oversight and management of the Center during hours of operation, and maintenance of the Center's website. Subject to the CITY's prior approval, proceeds may be used to acquire equipment, supplies, and services that AGENCY demonstrates to CITY as reasonably necessary to enhance and/or expand services to the community.

F. AGENCY shall collect and safeguard all building use fees and charges and other revenues generated from the Center, and shall account for the revenues and costs arising from the Center through generally accepted accounting principles and standards. AGENCY further agrees that an accounting detailing use fees and charges, revenues and expenditures shall be included in the financial reporting by AGENCY made to the CITY REPRESENTATIVE as part of the quarterly report described in Section 10 and Exhibit B of this Agreement. Any building use fees and charges or other revenues from use of the Center collected by AGENCY and not expended in accordance with the provisions of this Agreement by the expiration or termination of this Agreement shall be paid to CITY by AGENCY within thirty (30) days after the expiration or sooner termination of this Agreement.

G. AGENCY shall not charge fees and/or any other charges or costs associated with the use of the Center to CITY programs, which may be run by the CITY staff or through a contract with a third party programs, using the Center (collectively, "CITY Programs"). CITY Programs include, but are not limited to, Strong Neighborhood Initiative groups, meetings of the San José Redevelopment Agency, San José BEST, CDBG, Office on Aging, and San José After School programs and such other programs as determined by CITY. AGENCY will dedicate up to 20 hours per month for CITY Programs at such times as are mutually agreed by the parties.

H. AGENCY agrees that a paid staff member shall be the Center premises during all hours of operation.

I. AGENCY shall charge the applicable facility use fees and other fees and charges for use of the Center in a fair and equitable manner. Reservation of space at the Center shall be made available on a fair and equal basis to the public. Any Center user that is not a CITY Operated or CITY Funded Program, or that is not an expressly CITY-approved Program activity of AGENCY, shall pay all applicable fees and charges. Private functions such as birthday

parties, personal celebrations and other activities that are limited invitation events or which are not providing a recreational, educational or health related service to the public, shall pay all appropriate fees and charges including a facility use fee, even if AGENCY is the sponsor or organizer of the event, unless such event qualifies as a Free Use Fundraising Event as defined below.

J. CITY hereby allows AGENCY to hold up to 4 fundraising events per calendar year for the benefit of the Center, without payment of facility use fees (“Free Use Fundraising Event”). A fundraising event is an event or activity where a fee or ticket is charged to participants or attendees, and the event or activity is not primarily a recreational, educational or health related service to the public. Free Use Fundraising Events are subject to the prior approval of CITY at least 60 days in advance by the CITY REPRESENTATIVE, and may not include campaign activities or events promoting religion. Examples of such fundraising events include festivals or casino nights held for the benefit of the Center, but do not include private parties or functions not for the benefit of the Center.

For any fundraising events held by AGENCY other than the CITY-approved Free Use Fundraiser Events described above, AGENCY shall charge, and the event organizer shall pay the applicable facility use fees, and any other applicable fees and charges for use of the Center. Any other activity not directly related to the Program engaged in by AGENCY at the Center, such as catering services, shall be subject to the prior approval of CITY, and shall not be imposed as a requirement upon any outside event at the Center. Furthermore, no priority in booking shall be given to events which hire AGENCY to provide catering services, nor shall any facility use fee be modified based upon AGENCY’s catering services.

K. AGENCY agrees that any and all personnel, either paid or volunteer, whom AGENCY utilizes in conducting the Program or operations of the Center, shall be qualified to perform the duties assigned to them. AGENCY shall provide CITY with job descriptions of all volunteer and paid positions. All Center personnel shall be neatly attired and shall conduct themselves at all times in a courteous and businesslike manner.

L. AGENCY understands and agrees that the permission granted herein by the CITY to AGENCY to use and occupy the Center is contingent upon the Center being CITY-owned property in a safe and usable condition and that if, at any time during the term of this Agreement, the Center should no longer be CITY-owned property or should become unsafe or unusable for



any cause or if CITY terminates for any other reason, CITY shall have no obligation to provide other facilities. AGENCY further affirms and acknowledges that AGENCY has no relocation rights with respect to the Center or the Program if this Agreement is terminated for any reason.

M. WAGE POLICIES. Some activities of AGENCY under this Agreement may be subject to, and AGENCY agrees to comply with, provisions of the CITY's Prevailing Wage and Living Wage policy (which are set forth collectively in City Council Resolutions 61144, 61716, 68900, and 71584), which provisions are specifically incorporated herein by reference as though set forth herein in their entirety. AGENCY shall expressly require compliance with the provisions of this "Wage Provision" in all agreements with contractors and subcontractors for the performance of any maintenance services, or construction activities or other activities covered by the Prevailing Wage or Living Wage policy hereunder and further agrees to the related provisions set forth on Exhibit G. Further information in the CITY's Prevailing Wage and Living Wage may be obtained from the CITY's Office of Equality Assurance.

N. While it is anticipated that AGENCY may apply for grants from various sources to assist in running AGENCY's programs, nothing herein obligates the CITY to provide any funding to AGENCY in the operation of the Center or any program within the Center. Furthermore, nothing herein grants AGENCY any priority or special consideration from the CITY when the CITY is considering the distribution of grant funding to non-profits and similar entities.

O. Because the City of San Jose is providing financial support to the AGENCY to conduct operation of the Center under this Agreement and the City is also making this facility available to the AGENCY at less than fair market value, the AGENCY may not use the Center for religious purposes.

**SECTION 6. INVENTORY AND USE OF EQUIPMENT.** CITY may agree to make available to AGENCY, at CITY's sole discretion, certain CITY-owned equipment and furnishings for AGENCY's use in the conduct of Program. An inventory of such CITY-owned equipment and furnishings in the Center as of the effective date of this Agreement is included in Exhibit F. AGENCY agrees to maintain all CITY equipment and furnishings in good condition and working order to return same to CITY in the same condition as when received by AGENCY, reasonable wear and tear excepted. AGENCY agrees to reimburse CITY for any and all repairs made necessary to any or all of CITY's equipment and furnishing except that occasioned by such

reasonable wear and tear. AGENCY further agrees to maintain all such equipment and furnishings in good and safe working condition and not to permit the use of such equipment and furnishings unless so maintained.

#### **SECTION 7. UTILITIES AND CUSTODIAL SERVICES.**

A. CITY will provide one-time funding up to \$142,000 to the AGENCY, during the first year of the agreement, to assist in offsetting initial operational costs. This funding will be retained by the CITY to continue paying for utilities (including water, gas and electricity).

AGENCY is responsible for operational costs once funding has been exhausted.

B. AGENCY shall be responsible for responding to alarm calls at all times throughout the 24-hour day. CITY agrees to provide outside garbage and refuse containers at the Center for the deposit of refuse. However AGENCY shall be responsible for payment of any garbage collection services.

C. AGENCY, at AGENCY's sole cost and expense, shall arrange and pay for the monthly telephone and internet service charges.

#### **SECTION 8. MAINTENANCE AND REPAIR.**

A. Using the same funds as stated in SECTION 7, CITY will assist in offsetting the initial maintenance costs. CITY will retain funding and continuing paying for custodial maintenance services, landscape services for the grounds of the Center, and ordinary maintenance and repairs of the Center. AGENCY is responsible for maintenance costs once funding has been exhausted.

B. AGENCY shall make no alteration or change in any manner to the Center or the surrounding grounds, including electrical, gas, or plumbing equipment or facilities. Painting, alteration, modification, change, or relocation of any utility, equipment or facilities or of any part or portion of the Center shall only be as provided or permitted by the CITY and the costs thereof shall be borne by AGENCY. AGENCY has inspected the Center and agrees to use and occupy the Center in "as-is" condition as of the date of this Agreement. Any costs of maintenance and repair incurred by CITY caused by misuse or negligence of AGENCY (including AGENCY's agents, invitees, and employees) shall be billed by the CITY to AGENCY. AGENCY shall make payment to the CITY within thirty (30) days after CITY's billing for any of the aforementioned costs which are to be borne by AGENCY.

C. CITY shall be responsible for structural, equipment repair and other long term capital repairs of the Center, except to the extent such repair may be caused by the misconduct or negligent actions or omissions of AGENCY or AGENCY's invitees.

**SECTION 9.**            **NO WASTE OR NUISANCE.** AGENCY agrees that it shall take reasonable measures to ensure that neither the Center, nor any portion of the Center, is used for any purposes other than those specified and authorized by the terms of this Agreement or in writing by the CITY REPRESENTATIVE.

**SECTION 10.**            **ACCOUNTING AND FINANCIAL RECORDS.**

**A. Fiscal Responsibility of AGENCY.** AGENCY shall:

1. Appoint and submit to CITY the name of a fiscal contact who shall be responsible for the financial and accounting activities of the AGENCY, including the receipt and disbursement of AGENCY funds.
2. Establish and maintain a system of accounts that shall conform to generally accepted principles of accounting for budgeted funds. Such system of accounts shall be subject to review and approval of CITY.
3. Document all costs by maintaining complete and accurate records of all financial transactions, including but not limited to, contracts, invoices, time cards, cash receipts, vouchers, canceled checks, bank statements and/or other official documentation, evidencing in proper detail the nature and propriety of all charges.
4. Submit quarterly financial reports at the end of each quarter in such form as CITY shall require.
5. Certify insurability subject to CITY approval as outlined in **Exhibit E.**
6. Submit to CITY at such times and in such forms as CITY may require, such statements, records, reports, data, and information pertaining to matters covered by this Agreement.

## **B. Records, Reports and Audits of AGENCY:**

1. Establishment and Maintenance of Records. AGENCY shall maintain records, including but not limited to, books, financial records, supporting documents, statistical records, personnel, property, and all other pertinent records sufficient to reflect properly:
  - a. All direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred in the relation to AGENCY'S use and operations of the Center, its performance of the Program and of any other grant agreement with CITY; and
  - b. All other matters covered by this Agreement. Such records shall be maintained in accordance with requirements now or hereafter prescribed by the CITY.
2. Preservation of Records. AGENCY shall preserve and make available its records:
  - a. for the period of four (4) years from the date of termination or expiration of this Agreement; or
  - b. for such longer period, if any, as may be required by applicable law.
3. Examination of Records and Facilities. At any time during normal business hours, and as often as may be deemed necessary, AGENCY agrees that CITY, and/or any of its respective authorized representatives shall have access to and the right to examine any of its plants, offices and/or facilities engaged in performance of this Agreement and all its records with respect to all matters covered by this Agreement. AGENCY also agrees that the CITY or any of its authorized representatives shall have the right to audit, examine, and make excerpts or transcripts of and from such records, and to make audits of all contracts and subcontracts, invoices, payrolls, records of personnel, conditions of employment, materials, and all other data relating to matters covered by this Agreement. CITY may examine records or facilities pursuant to this Section throughout the term of this Agreement and
  - a. for a period of four (4) years after termination or expiration of this Agreement; or,
  - b. for such longer period as may be required by applicable law; or

- c. if this Agreement is completely or partially terminated, for a period of four (4) years from the date of any resulting settlement.

**C. Audits:**

1. Independent Audits.

AGENCY shall submit an agency audit that conforms to generally accept auditing standards and shall include all of the audit recommendations set forth in the CITY's Audit, and that includes the following minimum components:

- a. Balance Sheet or Statement of Financial Position;
  - b. Statement of Support, Revenue and Expenses and Changes in Fund Balances or Statement of Activities;
  - c. Statement of Functional Expenses;
  - d. Independent Auditor's Report. The audit should include a Management Letter that must also be submitted to the CITY.
  - e. Schedule of Government Financial Assistance which identifies the gross amounts of grants obtained from the CITY and other governmental sources and shows the amount received and disbursed under each grant during the audited fiscal year;
  - f. A statement showing the source of all non governmental revenues and income received by AGENCY; and
  - g. Report on Compliance and on Internal Control over Financial Reporting based on an Audit of Financial Statements performed in Accordance with Government Auditing Standards indicating that a review of internal controls was performed and identifying material weaknesses and/or reportable conditions, if any.
2. If AGENCY expends \$500,000 or more in a year in Federal awards, AGENCY shall submit an audit report that conforms to the requirements of OMB Circular A-133 for Non-Profit Institutions. Funds may be set aside in AGENCY's budget in an amount equal to CITY's fair share of the AGENCY's cost of an A-133 independent audit, if required.
3. The AGENCY's contract with its independent auditor shall require that the audit ascertains and determines that no services provided by the AGENCY pursuant to an Agreement with the CITY, are duplicative of services provided to another

agency from which AGENCY receives funding and are not being reimbursed from funding received from another agency.

4. AGENCY shall also submit a written agency management response to the findings of the Internal Control Report, if required.
5. AGENCY shall obtain three (3) bids for an outside auditor to conduct the agency audit. The agreement with an outside auditor can span a term of multiple years but it is highly recommended that the AGENCY rotate independent auditors every three years.
6. AGENCY shall enter into an agreement with an outside auditor no later than sixty (60) days before the end of each Fiscal Year calling for a financial and compliance audit of AGENCY's Fiscal Years that are covered by this Agreement and no later than sixty (60) days prior to the expiration of this Agreement if expiration of the term occurs on other than the end of a Fiscal Year. The written agreement may be in the form of an engagement letter prepared by the auditor and approved by AGENCY. AGENCY shall provide CITY with a copy of the scope of the audit to be prepared by the outside auditor, which shall be subject to the prior approval of CITY. Unless expenditures for this audit are an allowable expense under a grant award to AGENCY, AGENCY shall pay for the costs of this audit at AGENCY's sole cost and expense.
7. The audit report must be completed and sent to the CITY's Parks, Recreation and Neighborhood Services Department, Administrative Services Division staff within one hundred fifty (150) days of the end of each of the AGENCY's Fiscal Years covered by this Agreement and within 150 days of the expiration or termination of this Agreement.
8. Should AGENCY not enter into an agreement with an outside auditor or should an audit not be done on a timely basis, the CITY, at its discretion, may enter into an Agreement with an independent auditor to do the audit at AGENCY's expense.
9. The AGENCY shall submit to the CITY copies of management letters the auditor prepares for the AGENCY as part of the audit engagement.
10. All audits must be performed by Certified Public Accountants currently certified and licensed to practice in the State of California. AGENCY must have Auditor's proof of current licensing on file in AGENCY's office. AGENCY must submit to

CITY REPRESENTATIVE a copy of Auditor's certification to practice in California with the audit.

**D. CITY Audits.** The CITY may perform an independent audit. Such audits may cover programmatic as well as fiscal matters. AGENCY will be afforded an opportunity to respond to any audit findings, and have the responses included in the final audit report. ***Costs of such audits will be borne by the CITY, unless the audit has been initiated by CITY in response to a default hereunder by AGENCY, in which event AGENCY shall be responsible for such audit cost.***

#### **SECTION 11.       REPORT OF OPERATIONS.**

A.       On or before 15 calendar days after the end of each calendar quarter, AGENCY shall submit to the CITY REPRESENTATIVE a quarterly written report describing the content of the Program offered during the immediately preceding three-month period, all sources of funding received during the period and all expenditures made during the period with detail providing the funding source used to pay for such expenses, among other information. AGENCY's report shall be in a format provided by the CITY REPRESENTATIVE and shall, in addition to providing an overview of the Program's activities, provide information on topics related to the Program as required by the CITY REPRESENTATIVE. An outline of report contents, required documentation, and a schedule of reporting deadlines is included in Exhibit D. AGENCY's monthly report shall be used by CITY as one element in evaluation of AGENCY's Program.

B.       Within 30 days of the end of each [fiscal] year, and within 60 days of termination of this Agreement, AGENCY shall submit to the CITY REPRESENTATIVE, an annual report of operations, services and financial transactions performed under the provisions of this Agreement. AGENCY's annual report shall be used by CITY as one element in evaluating AGENCY's activities at the Center and AGENCY's Program and shall be submitted by AGENCY in such format acceptable to the CITY REPRESENTATIVE. AGENCY's obligation to deliver such reports survives termination of this Agreement.

**SECTION 12.**        **PRESERVATION OF RECORDS.** AGENCY shall preserve and make available its records until the expiration of four (4) years from the date of termination or expiration of this Agreement, or for such longer period, if any, as is required by applicable law.

**SECTION 13.**        **INDEPENDENT CONTRACTOR.** The parties mutually agree that AGENCY and its employees are and shall be at all times independent contractors and not agents or employees of the CITY, and that AGENCY and its employees shall not be entitled to any salary, fringe benefits, pension, Workers' Compensation, sick leave, insurance, or any other benefit or right connected with employment by CITY, or any compensation other than as prescribed herein and AGENCY expressly waives any claim it may have to any such rights.

**SECTION 14.**        **LICENSE RIGHTS/NOT A LEASE.** The rights granted to AGENCY under this Agreement are non-exclusive license rights only and in no respect shall the same constitute or be construed as assignment of a leasehold or other interest in the property described in this Agreement.

**SECTION 15.**        **ASSIGNMENT OR SUBLEASE BY AGENCY.** This Agreement shall not be assigned by AGENCY in whole or in part nor subleased or subcontracted in any respect without the written authorization of CITY, which may be withheld in CITY'S sole discretion.

**SECTION 16.**        **NONDISCRIMINATION.** In the performance of this Agreement, including without limitation, the programs and services provided at the Facility, AGENCY shall not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of this Agreement.

**SECTION 17. EMPLOYEES/VOLUNTEERS**

A.        Any and all personnel employed or volunteers retained by AGENCY in conducting the operations of AGENCY's program shall be qualified to perform the duties assigned to them by AGENCY.

B.        AGENCY shall not hire employees or volunteers for supervisory or disciplinary authority over minors who have been convicted of any offense identified in California Public



Resources Code Sections 5164. AGENCY shall fully indemnify, defend and hold harmless CITY for any such hiring. AGENCY shall notify City in writing of any violation of this provision as soon as is reasonably practicable.

C. Subject to the good faith efforts of both parties, no later than February 1, 2007, AGENCY and CITY shall agree upon final terms of the employee/volunteer clearance verification and TB certification requirements and execute any necessary documents.

D. Regardless of whether services have been provided prior to full execution of this Agreement, AGENCY certifies to the CITY that all services were provided in full compliance with the terms and provisions of this Agreement.

**SECTION 18. WAIVER OF CLAIMS.** AGENCY, as a material part of the consideration to be rendered to CITY under this Agreement, hereby waives all claims or causes of action against the CITY, its officers or employees which AGENCY may now or hereafter have for damages to goods, wares, merchandise or other property in, about or upon the Center or any portion of building in which Center is located, and for injuries to persons in or about the Center, from any cause or causes arising at any time. In particular, but not by way of limitation, AGENCY hereby waives any and all claims or causes of action which AGENCY may now or hereafter have against the CITY, its officers or employees: (a) for loss, injury or damage sustained by reason of any deficiency, impairment and interruption of any service or system serving Center or any portion of building in which Center is located and (b) for any loss or damage to the property of, or injury or damage to AGENCY, AGENCY's officers, employees, or agents, from any cause or causes arising at any time because of AGENCY's use or occupancy of the Facility or any portion of building in which Center is located.

**SECTION 19. INDEMNIFICATION AND HOLD HARMLESS.** AGENCY agrees to defend, indemnify and hold harmless CITY, its officers, agents, contractors, employees and invitees, from any and all loss or damage and from any and all liability or suits brought by any and all persons because of or arising out or resulting from the doing by AGENCY of any or all things permitted by this Agreement, or because of or arising or resulting from any acts, activities or errors or omissions of AGENCY, its agents, employees, invitees, or subcontractors arising out of or resulting from the performance of this Agreement. This Agreement to defend, indemnify and save harmless CITY shall, in its entirety, extend to any loss or suit arising or resulting from

any dangerous or defective condition arising from any cause in, around or upon the Center used by AGENCY, its agents, employees or subcontractors.

**SECTION 20.**        **INSURANCE REQUIREMENTS.** AGENCY agrees to have and maintain the policies set forth in the attached Exhibit E, entitled “INSURANCE.” All policies, endorsements, certificates and/or binders shall be subject to approval by the Director of Finance or the Director’s Authorized designee (“Risk Manager”) as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager. AGENCY agrees to provide CITY with a copy of the required policies, certificates and/or endorsements upon execution of this Agreement.

**SECTION 21.**        **COMPLIANCE WITH LAWS.** AGENCY shall comply with CITY policies and all applicable state and federal laws, regulations and rules related to the use of the Center and the operation of the Program, including but not limited to, laws, regulations and rules applicable to health, safety and equal opportunity employment.

**SECTION 22.**        **POSSESSORY INTEREST TAX.** AGENCY understands and agrees that this Agreement may create a possessory interest subject to property taxation and that AGENCY may be subject to payment of property taxes levied on such interest, and that any such tax shall be the liability of and be paid by AGENCY.

**SECTION 23.**        **TIME OF ESSENCE.** Where performance of a covenant is specified herein to be performed on or before a certain date, time shall be of the essence of said covenant. Performance by AGENCY of each and every covenant of this Agreement is material, the breach of which shall constitute a material breach of this Agreement for which the CITY may terminate this Agreement.

**SECTION 24.**        **EFFECT OF WAIVER.** The waiver by CITY of any breach of any term, covenant or condition of this Agreement shall not be deemed a waiver of such term, covenant or condition of waiver of any subsequent breach of such term, covenant/or condition. The consent or approval by CITY to or of any act by AGENCY requiring CITY’s approval or consent shall

not be deemed to waive provisions for CITY's approval or consent to any such subsequent acts by AGENCY.

**SECTION 25. AUTOMATIC TERMINATION.** The right of AGENCY to use the Center described herein shall be automatically terminated without notice on the occurrence of any one of the following conditions subsequent, in which event AGENCY shall forthwith and without demand by the CITY, surrender the Center without delay.

- A. The appointment of a receiver to take possession of all or substantially all of the assets of AGENCY;
- B. A general assignment by AGENCY for the benefit of creditors;
- C. Any action taken or suffered by AGENCY under any insolvency or bankruptcy act;
- D. The suspension, revocation or lapse of AGENCY's nonprofit incorporated status; or
- E. Failure to comply with any material term of any other agreement between AGENCY and CITY, including without limitation, any grant agreement.

**SECTION 26. ELECTIVE TERMINATION.**

A. This Agreement may be terminated by either party at any time during the term for any reason; the AGENCY agrees to provide at least sixty (60) days written notice of termination. The CITY reserves the right to provide at least thirty (30) days written notice of termination. In the event such notice of termination is given, this Agreement shall be deemed terminated and thirty (30) days after delivery of notice is given pursuant to Section 29. The parties acknowledge that CITY may terminate this Agreement under this provision without cause, notwithstanding AGENCY'S compliance with the terms of this Agreement including payment of utilities, delivery of reports and program services.

B. The CITY REPRESENTATIVE is authorized to decide, on the part of CITY, that this Agreement is to be terminated and to furnish written notice thereof to AGENCY.

**SECTION 27. TERMINATION UPON DEFAULT.** In the event of any default on the part of AGENCY in AGENCY's performance of or compliance with any of the terms, conditions

and covenants of this Agreement, CITY shall have the right, in addition to or as an alternative to any other right it may have at law or in equity or pursuant to this Agreement, to terminate this Agreement; provided, however, that CITY shall first give written notice to AGENCY of such default and AGENCY shall thereafter have a period of seven (7) days to correct the default. Nothing herein limits CITY's right to terminate this Agreement for any reason, upon 30 days prior written notice.

**SECTION 28.**        **SURRENDER ON TERMINATION.** On the last day or the sooner termination of the term of this Agreement, AGENCY shall quit and surrender Center in good condition and repair (reasonable use and wear and tear, and damage or deterioration caused by the elements, earthquake, flood, and fire not caused by the negligence of the AGENCY excepted), and remove all property owned by AGENCY from the Center. All such property not so removed shall be deemed at the option of CITY to have been abandoned by AGENCY.

**SECTION 29.**        **NOTICES AND REPRESENTATIVES.** All notices required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by U.S. mail, postage prepaid addressed as follows:

CITY:

Director of Parks, Recreation and  
Neighborhood Services  
200 East Santa Clara Street  
San José, CA 95113

**AGENCY**

Director, \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AGENCY:

**AGENCY**

**Director,** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The parties may change their respective addresses for purposes of delivering notices by sending notice of such change pursuant to this Section.

**SECTION 30.**            **CONFLICT OF INTEREST.**

AGENCY shall avoid all conflict of interest or appearance of conflict of interest in performance of this AGREEMENT. AGENCY is familiar with conflict of law provisions set forth in California Government Code Sections 87100 et seq. and Government Code Section 1090. AGENCY certifies that it does not know of any facts which constitute a violation of such section. AGENCY further certifies that it shall not assign any personnel to provide services under this Agreement which would be cause for a violation of any conflict of interest law.

**SECTION 31.**            **GIFTS.**

A.        AGENCY is familiar with CITY's prohibition against the acceptance of any gift by a CITY officer or designated employee, which prohibition is found in Chapter 12.08 of the San José Municipal Code.

B.        AGENCY agrees not to offer any CITY officer or designated employee any gift prohibited by said Chapter.

C.        The offer or giving of any gift prohibited by Chapter 12.08 shall constitute a material breach of this AGREEMENT by AGENCY. In addition to any other remedies CITY may have in law or equity, CITY may terminate this AGREEMENT for such breach as provided in SECTION 11 of this AGREEMENT.

**SECTION 32.**            **DISQUALIFICATION OF FORMER EMPLOYEES.**

AGENCY is familiar with the provisions relating to the disqualification of former officers and employees of CITY in matters which are connected with former duties or official responsibilities as set forth in Chapter 12.10 of the San José Municipal Code (“Revolving Door Ordinance”). AGENCY shall not utilize either directly or indirectly any officer, employee, or agent of AGENCY to perform services under this Agreement, if in the performance of such services, the officer, employee, or agent would be in violation of the Revolving Door Ordinance.

**SECTION 33.**            **SAN JOSE MUNICIPAL LOBBYING.**

A.        AGENCY is familiar with the Lobbying registration requirements and prohibitions set forth in Chapter 12.12 of the San José Municipal Code.

B. AGENCY agrees not to perform any services as prohibited by Section 12.12.510 of the San José Municipal Code.

C. The performance of any services prohibited by Section 12.12.510 of the San José Municipal Code shall constitute a material breach of this AGREEMENT by AGENCY. In addition to any other remedies CITY may have in law or equity, CITY may terminate this AGREEMENT for such breach as provided in SECTION 11 of this AGREEMENT

#### **SECTION 34. MISCELLANEOUS PROVISIONS.**

A. The parties agree that this Agreement shall be governed and construed in accordance with the laws of the State of California. In the event that suit shall be brought by either party to this Agreement, the parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United States District Court, Northern District of California, San José, California.

B. The headings of the sections and subsections of this Agreement are inserted for convenience only. They do not constitute a part of this Agreement and shall not be used in its construction.

C. Any and all exhibits which are referred to in this Agreement are incorporated herein by reference and are deemed a part of this Agreement. This Agreement may only be amended by formal written agreement executed by both parties.

Exhibit A	Scope of Services
Exhibit B	Performance Standards
Exhibit C	Units of Service
Exhibit D	Reporting Requirements
Exhibit E	Insurance
Exhibit F	Employee/Volunteer Clearance Verification and Compliance with the Child Abuse and Reporting Act
Exhibit G	Inventory of CITY Owned Furnishings
Exhibit H	Remedies for Breach of Liquidated/Prevailing Wage Provisions

D. If a court of competent jurisdiction adjudges any provision of this Agreement as void or unenforceable, the remaining provisions shall not be affected hereby and shall remain in full force and effect.

E. Where this Agreement refers to CITY and no officer of the CITY is named, CITY's Manager shall have the authority to act on CITY's behalf.

WITNESS THE EXECUTION HEREOF, the day and year hereinabove written.

APPROVED AS TO FORM:

CITY OF SAN JOSE,  
a municipal corporation

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BARBARA K. JORDAN  
Senior Deputy City Attorney

---

DEANNA J. SANTANA  
Chief of Staff, Office of the City Manager

AGENCY NAME, a California non-profit  
benefit corporation

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Signature

---

Print Name

Title: \_\_\_\_\_

Address:

ADDRESS  
CITY, STATE, ZIP

## Exhibit A

### **SCOPE OF SERVICES – TO BE FURTHER DEVELOPED BASED ON PROPOSALS**

#### **I. Target Population and Service Area**

AGENCY shall provide services and activities for the public with a goal of a minimum of 40% of its participants residing or working in the Japantown Redevelopment Area, City of San Jose's Northside neighborhood or the Hensley Historic District.

Special emphasis shall be placed on the delivery of linguistically-appropriate programs that promote positive recreational, social and educational experiences for adults age 55 years and older. Other community-serving programming for parents, adults, and families may be provided at the Center with approval from CITY REPRESENTATIVE. Such programs and services shall be age and gender appropriate to ensure fair and safe use by all program participants.

#### **II. Center Operations**

AGENCY will operate the Center and serve the residents and communities of San José within the following specifications and guidelines.

##### **A. Annual Operation Schedule: First Year during the Term of this Agreement**

During the first year of the term of this Agreement, AGENCY shall make the Center available to the public for at least 48 hours per week, which shall include at least 2 weekday evenings. Programming shall be provided no earlier than 7:00 a.m. and no later than 10:00 p.m. The schedule of such days and hours shall be subject to the City's approval.

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Regular Hours							

AGENCY shall provide staff to keep the Center open for business at a minimum during the hours set forth above. Schedules may be modified and expanded to accommodate expanded spring/summer programming, special events, use by collaborating partners, and rentals. Operating hours for the Center shall be submitted to CITY REPRESENTATIVE on a quarterly basis. AGENCY shall post for public display operating hours of the Center, and provide, at a minimum, quarterly program marketing publications detailing programs, services, events, and hours of operation.

AGENCY will have the flexibility to close the Center two days out of the year in order to provide training and teambuilding activities for the Center's staff. One day of closure may be during second quarter, the second day may be in fourth quarter. AGENCY shall provide the CITY and the public with reasonable advance notice (minimum of 72 hours) of the days of closure by posting notices at the Center and contacting CITY representative in writing.



AGENCY shall make the Center available for reservation and use by the Public, and shall provide reasonable level of staffing during the standard business hours, sufficient to handle and process the requests for reservations, whether the request is submitted in writing, by telephone or in person. A minimum of 45 days per year shall be made available for public use by the residents in the surrounding areas.

AGENCY shall make the Center available for at least 20 hours per month for meetings of local neighborhood and community groups. In addition, AGENCY shall be required make the Center available for use by City Programs for a maximum of 20 hours per month, without charge including charge for any fees or charges.

**B. Holiday Closure Days (To be determined for the 2007-2008 Calendar Year)**

AGENCY will not be required to operate the Center on CITY holidays as listed below; however, AGENCY may chose to do so at its discretion.

January 2, 2006	New Year's Day
January 16, 2006	Martin Luther King's Day
February 20, 2006	President's Day
March 31, 2006	Cesar Chavez Day
May 29, 2006	Memorial Day
July 4, 2006	Independence Day
September 4, 2006	Labor Day
October 9, 2006	Columbus Day
November 11, 2006	Veteran's Day
November 23 & 24, 2006	Thanksgiving
December 25 & 26, 2006	Christmas
December 27, 28, 29, 2006	Winter Furlough

**C. Modifications and Operating Schedules**

AGENCY or its subcontractors will provide the services described in this Exhibit. In the event AGENCY desires to modify the services, AGENCY shall apply to CITY REPRESENTATIVE in writing setting forth the requested modifications. The Director of Parks, Recreation and Neighborhood Services shall have the authority to approve the following categories of modifications, by letter signed by the Director or the Director's designee, without the necessity of a formal written amendment to this Agreement:

Modifications to the times and dates of Program or Services which do not affect the total units of services to be provided by AGENCY; or

Modifications to the location of services so long as the proposed location is consistent with the geographic area and/or targeted participant audience.

AGENCY will provide quarterly calendars of programs, services, events and operating hours to CITY REPRESENTATIVE.

The following change may be authorized by written agreement signed by the Director of Parks, Recreation and Neighborhood Services provided that it is approved by the CITY Attorney's Office, and further provided that a copy of this modification is provided to the CITY Clerk as an amendment to the terms of this Agreement.

A reduction in the total number of units of service by an amount not to exceed 10% of the units of service specified in Exhibit D.

### **III. Center Programs and Services**

For the term of this Agreement and as a condition to the CITY's permission to use and operate the Center, AGENCY shall provide at a minimum, all of the programs and services listed below at the Center, as AGENCY'S minimum community contribution as a part of AGENCY's exchange for the fair market value of the Center. AGENCY shall be obligated to provide these programs and services in exchange for the rights granted hereunder, and no CITY funds of any kind shall be used to offset the costs of providing these programs and services. AGENCY shall be solely responsible for securing non CITY sources of funding for the minimum required activities.

- Senior Nutrition Program: There are two Senior Nutrition programs at the Center. The Wednesday Nutrition Program (12:00 p.m.-1:00 p.m.) is a catered program serving 35 meals to Indo-American Seniors. The other Nutrition Program serves 60 meals, three times per week (Sunday, Tuesday and Thursday) to the Filipino senior community. This service is currently operated by the City through a contract with the County of Santa Clara. The City will continue to work with the County until an Operator is selected to operate the Center. The selected Operator will need to respond to the County's RFQ, when released, and negotiate a new contract which will require 10% in matching funds.
- Case Management: 35 hours per week of support services, assistance and care are provided for seniors needing social service benefits. Case Managers provide translation/interpretation, escort assistance for other service or health needs.
- Veteran Services: 35 hours per week of assistance to Filipino WWII veterans. Examples of services include referrals for federal and state veterans benefits, counseling services, and community activities.
- Senior Classes and Activities: 20-25 hours per week of social classes and activities such as social dance, yoga, art and tai chi.
- Other Community programs and activities: 20-25 hours per week of programs and activities such as cooking classes, recreational game room, after school programs.
- Summer Camp: 4-8 week summer camp (Mon.-Fri. 9:00 a.m.-3:00 p.m.) for children and/or youth including recreational activities, arts & craft, educational field trips and enrichment activities.

The following services shall also be provided by AGENCY in exchange for use of the Center; however AGENCY may apply revenues generated from the Center for costs incurred in

providing the following services:

- Outreach and marketing to promote AGENCY programs. Activities shall include maintaining the facility's website.
- Intake and processing of Center reservations requested by the public by phone and in person, during all regular hours of operation.
- Oversight and management of the Center for a minimum of 48 hours per week during regularly scheduled hours of operation.
- Maintain the appearance of the Center in a clean and businesslike condition.

#### **IV. Outreach and Recruitment Methods**

AGENCY is encouraged to promote participation in all of its programs. As such, AGENCY shall develop and maintain marketing and communications plan that: defines services to be provided, program objectives, target audience, and vehicles for communication. Communication vehicles may include but are not limited to: focus groups, customer surveys, direct mail, community presentations, door-to-door canvassing, newsletters, flyers, ads and email notifications.

In an effort to ensure continued alignment of services to community needs, AGENCY shall establish a system for obtaining customer input. In addition, AGENCY shall meet with stakeholders on a regular basis. Stakeholders shall include program participants, residents, businesses and service providers within the surrounding community. PRNS currently holds a quarterly stakeholders meeting. The AGENCY will assume management, coordination and facilitation of the quarterly stakeholder meetings. CITY REPRESENTATIVE will participate as a member at these meetings.

In addition, AGENCY shall assume management, coordination and facilitation of the Community Services Advisory Committee to provide input into the development, delivery, and evaluation of Facility services and programs. CITY REPRESENTATIVE or his or her designated staff will participate as a member of the Community Advisory Committee at monthly meetings.

#### **V. Collaborative Community Partnerships**

The CITY's multi-service delivery system unites service providers in defined geographic target areas around a common vision, mission, and outcomes. As part of the District 3 hub area, AGENCY agrees to participate in meetings convened by the CITY related to the development and implementation of the Hub Strategy.

#### **VI. Governing Board Oversight**

Approved Board meeting minutes shall be submitted to CITY's representative within 10 days. In addition, the Board shall conduct written evaluation of the Chief Executive Officer on a quarterly basis. The evaluation shall clearly establish performance targets for the period and must be reviewed and approved by the Board.

During the term of this Agreement, AGENCY will engage the services of a professional accountant/bookkeeper whose duties will include providing regular financial reports to the board for evaluation and oversight.

Copies of these reports shall be submitted to the Director of Parks, Recreation and Neighborhood Services or CITY REPRESENTATIVE on a quarterly basis.

## **VII. Evaluation and Reporting Requirements**

AGENCY will use specific performance measures and targets as specified in Exhibit B. These performance standards and targets will be used in the evaluation of the AGENCY's performance. Methods of data collection and reporting intervals will be consistent with those of PRNS.

AGENCY shall cooperate with CITY in the conduct of any evaluation of AGENCY's services. AGENCY recognizes and agrees that an evaluation of the AGENCY's services may be completed after the expiration of the term of this Agreement.

AGENCY will provide reports to the CITY on the due dates specified in Exhibit D. The reports shall be provided in a format specified by CITY and contain performance measurement results, workload data, budget expense and revenue data, and adequate narration to describe and support measurement data. The CITY will provide the reporting templates to AGENCY.

## **VIII. Sublease of Center**

CITY reserves the right to sublease any or part of the Center. Prior to the execution of a sublease, the CITY agrees to meet with AGENCY and the LESSEE to coordinate activities at the Center. If the sublease results in a reduction of program space available to AGENCY, CITY and AGENCY shall meet to discuss whether this Agreement should be amended to provide for an adjustment of the CITY's Below Market Policy formula and a proportional reduction in the programmatic requirements imposed upon AGENCY by this Agreement.

CITY may approve or reject requests from AGENCY to sublease a portion of the Center, in its sole discretion.

## **Exhibit B**

### **PROGRAM PERFORMANCE STANDARDS**

AGENCY shall utilize performance measures consistent with the performance standards set forth below – performance reporting shall consist of two categories: Performance Measures in Exhibit B and Units of Service in Exhibit C. Performance Measures utilize “Key Measurement Areas” standards and measure service quality verses costs. Workloads provide direct outputs related to the sum units of services and units of participation. For the purposes of this Agreement, all performance and workload standards are considered deliverables of this Agreement unless specified as Baseline Data.

AGENCY will utilize performance measures within the “Key Measurement Areas” of Quality, Customer Satisfaction, and Cost. The definitions and Performance Targets for these key measurement areas and performance targets are as follows:

**Quality:** The positive effect of programs and services on the attitude, behavior, and condition of participants. Attitude is defined as an understanding and/or possession of knowledge. Behavior is defined as the actions, conduct, and/or demeanor of the participant. Condition is defined as an impact of the participant's attitude and/or behavior on the home and/or neighborhood where the participant resides (Community Impact).

**Customer Satisfaction:** The opinion/perception of participants utilizing the facilities, programs and/or services defined as a positive experience by the participant and the opinion/perception of the immediate community as to the value and quality of the facility and its program and services.

**Cost:** The cost per a defined unit of participant service. A unit of service is one hour of eligible services given to an unduplicated client. The unit of service is not increased or multiplied if more than one staff person provides the service during the hour. A unit of service is focused on the number of hours of service a client actually received.

**PERFORMANCE MEASUREMENTS (EXAMPLE)**

<b>Service</b>	<b>Performance Measure</b>	<b>Method of Reporting</b>
Customer Service (all Center programs)	90% of participants will rate services as “good” or excellent	Client satisfaction survey
Support Services	85% of participants will report that programs play an active role in keeping body and/or mind active for seniors and persons with disabilities persons with disabilities	Client satisfaction survey
Support Services cont.	50% of participants will report that programs and services help seniors live independently	Client satisfaction survey
Target Clients Served	75% of participants served will be San José residents	Client satisfaction survey
	40% of participants served will be from the Japantown Redevelopment Area, the Northside Neighborhood or the Hensley Historic District	Participant registration records and sign in sheets
Center Usage	AGENCY shall maximize public use of the Center and shall generate paid facility rentals equivalent to at least 8 hours per week.	Booking calendar, report on facility use fee revenues

**Exhibit C**

**UNITS OF SERVICE - EXAMPLE**

<b>Total Unduplicated Participants Served:</b>	
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Specific Services Will need to be revised Based on required February 1, 2006 report		Number of Participants Served		Session Implementation Schedule (include the projected # of sessions the activity will be provided each month)												Projected Total Number of Sessions	Average Hours Per Session	Projected Total Units of Service (Hours)	Program Schedule (Days of the week and hours of the day)	Program Location
		Participant s	Projected Average Participant s Per Session	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN					
1	Counseling Services																			
2	Nutrition Programs																			
3	Recreation/Social/Educational Services																			
4																				
5																				
6																				
7																				
																		<b>Total UOS:</b>		

## Exhibit D

### DRAFT REPORTING SCHEDULE –

Quarter	Period Begin	Period End	Report Due	Report Requirements
N/A	N/A	N/A	Upon execution of this Agreement	<ul style="list-style-type: none"> <li>• Copy of By-Laws and Articles of Incorporation</li> <li>• Copy of last Annual Report</li> <li>• Copy of current CT-2 and 990 Forms filed with Registry of Charitable Trusts</li> </ul>
			Within 3 months of execution of this Agreement	<ul style="list-style-type: none"> <li>• Summary of Community Needs Assessment Meeting (due 3 months after execution or Feb 2 – whichever is earlier) (Section 4, Exhibit A, Sect. III)</li> <li>• Work Plan detailing service to be provided during term of this agreement</li> <li>• Submission of User's proposed Fees and Charges Schedule</li> </ul>
1			First Fiscal Quarter end after execution of this Agreement	<ul style="list-style-type: none"> <li>• Certification letter verifying that the background checks for each of the named persons is current</li> <li>• Narrative Report of AGENCY's performance, Programs and Services, other activities at the Center, a calendar showing facility use by the public, , all sources of funding, provided during Quarter (See Section 11, Section 4.E.and Exhibit A, Section VII)) including: <ul style="list-style-type: none"> <li>Units of Service for Quarter;</li> <li>Performance Measures for Quarter;</li> <li>Summary of Customer; Satisfaction Surveys collected during Quarter;</li> <li>Statement of Rental Fees Collected</li> </ul> </li> <li>• Copy of Agendas and Minutes from Board meetings held during Quarter</li> <li>• Quarterly Financial Report</li> </ul>
2			Second Fiscal Quarter end after execution of this Agreement	<ul style="list-style-type: none"> <li>• Certification letter verifying that the background checks for each of the named persons is current</li> <li>• Narrative Report of AGENCY's performance, Programs and Services, other activities at the Center, a calendar showing facility use by the public, , all sources of funding, provided during</li> </ul>



				Quarter (See Section 11, Section 4.E.and Exhibit A, Section VII)) including: <ul style="list-style-type: none"><li>○ Units of Service for Quarter; Performance Measures for Quarter; Summary of Customer; Satisfaction Surveys collected during Quarter; Statement of Rental Fees Collected</li><li>• Copy of Agendas and Minutes from Board meetings held during Quarter</li><li>• Quarterly Financial Report</li></ul>
Quarter	Period Begin	Period End	Report Due	Report Requirements
3			Third Fiscal Quarter ending after execution of this Agreement	<ul style="list-style-type: none"><li>• Certification letter verifying that the background checks for each of the named persons is current</li><li>• Narrative Report of AGENCY’s performance, Programs and Services, other activities at the Center, a calendar showing facility use by the public, , all sources of funding, provided during Quarter (See Section 11, Section 4.E.and Exhibit A, Section VII)) including:<ul style="list-style-type: none"><li>○ Units of Service for Quarter; Performance Measures for Quarter; Summary of Customer; Satisfaction Surveys collected during Quarter; Statement of Rental Fees Collected</li></ul></li><li>• Copy of Agendas and Minutes from Board meetings held during Quarter</li><li>• Quarterly Financial Report</li></ul>
			30 days after end of each Fiscal Year	Annual report on operations (Section 11. B.)
			150 days after end of each Fiscal Year	<ul style="list-style-type: none"><li>• Independent Audit of AGENCY – as required by Section 10)</li></ul>
4			Each End of Fiscal Quarter during the Term	<ul style="list-style-type: none"><li>• Certification letter verifying that the background checks for each of the named persons is current</li><li>• Narrative Report of AGENCY’s performance, Programs and Services, other activities at the Center, a calendar showing facility use by the public, all</li></ul>

		sources of funding, provided during Quarter (See Section 11, Section 4.E. and Exhibit A, Section VII)) including:
		<ul style="list-style-type: none"> <li>○ Units of Service for Quarter; Performance Measures for Quarter; Summary of Customer; Satisfaction Surveys collected during Quarter; Statement of Rental Fees Collected</li> <li>• Copy of Agendas and Minutes from Board meetings held during Quarter</li> <li>• Quarterly Financial Report Quarterly Financial Report</li> <li>• Copy of current annual report</li> <li>• Copy of current CT-2 and 990 Forms filed with Registry of Charitable Trusts</li> </ul>
	Period since last audit	150 days from end of Agreement
		• Independent Audit of AGENCY

## **Exhibit E**

### **INSURANCE**

AGENCY, at AGENCY's sole cost and expense, shall procure and maintain for the duration of this AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by AGENCY, its agents, representatives, employees or subcontractors.

#### **A. Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. The coverage described in Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001, including products and completed operations, fire legal liability; and
2. The coverage described in Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 "any auto", or Code 2 "owned autos" and Endorsement CA 0025. Coverage shall also include Code 8 "hired autos" and Code 9 "nonowned autos"; and
3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance.
4. Property insurance against all risks of loss to any tenant improvements or betterments or contents of AGENCY.
5. Professional Liability Professional Liability Errors and Omissions.  
If AGENCY providing individual, family or group therapy, interview or counseling sessions, medical or dental services, psychiatrists, drug and alcoholism rehabilitation services; state or federal social service referral agencies; community service agencies; agencies involved with individual and family therapy; domestic counseling and group therapy; child guidance clinics; and agencies treating mentally delayed, autistic and psychotic children or any such similar social service type programs

#### **B. Minimum Limits of Insurance**

AGENCY shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, \$100,000 Fire Legal Liability; and
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and

3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident.

4. Property Insurance: Full replacement cost with no coinsurance penalty provision.

5. Professional Liability Errors and Omissions \$1,000,000 Aggregate Limit.

**C. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to, and approved by CITY's Risk Manager. At the option of CITY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, employees, agents and contractors; or AGENCY shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the CITY's Risk Manager.

**D. Other Insurance Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages

a. The CITY of San José, its officers, employees, agents and contractors are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of, AGENCY; products and completed operations of AGENCY; premises owned, leased or used by AGENCY; and automobiles owned, leased, hired or borrowed by AGENCY. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents and contractors.

b. AGENCY's insurance coverage shall be primary insurance as respects CITY, its officers, employees, agents and contractors. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or contractors shall be excess of AGENCY's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies by AGENCY shall not affect coverage provided CITY, its officers, employees, agents, or contractors.

d. Coverage shall state that AGENCY's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages

Each insurance policy required by this AGREEMENT shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in limits except after thirty (30) days' prior written notice has been given to CITY.

E. **Acceptability of Insurers**

Insurance is to be placed with insurers acceptable to CITY's Risk Manager.

F. **Verification of Coverage**

AGENCY shall furnish CITY with certificates of insurance and with original endorsements affecting coverage required by this AGREEMENT. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be mailed to the following address or any subsequent address as may be directed in writing by the Risk Manager:

Risk Management  
Finance  
City of San José  
200 East Santa Clara Street  
San José, CA 95113-1905

G. **Subcontractors**

AGENCY shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor.

H. **Review of Coverage:**

These insurance requirements shall be subject to periodic review by City's Risk Manager. Should the Risk Manager require any change in any coverage such change shall be communicated in writing to AGENCY and AGENCY shall comply with the said change within thirty (30) days of the date of receipt of the notice.

## Exhibit F

### CURRENTLY UNDER DEVELOPMENT

## Exhibit G

### INVENTORY OF CITY OWNED EQUIPMENT AND FURNISHINGS

CITY agrees to make available to AGENCY, subject to the provisions of Section 6, the following CITY-owned equipment and furnishings<sup>1</sup> for AGENCY's use in the conduct of programs at the Jacinto "Tony" Siquig Northside Community Center.

Description Of Item	Total Qty
<b>Auditorium 163</b>	
Stacking Chairs, No Arms, Non-Upholstered Seat/Back	240
60" Round Folding Tables	30
Rolling Chair Dollies	8
Double Folding Rectangular Tables, Mobile	4
Freestanding Podium (With Hidden Casters)	1
High Chairs	6
Folding Partition/Room Divider (90" H X 10@22"W Panels Connected)	1
Recycling Receptacles	2
Trash Receptacles	4
<b>Patio</b>	
Tables	3
Chairs (Half Without Arms)	12
Trash Receptacles, Concrete	3
Recycling Receptacles, Concrete	1
<b>Kitchen 169</b>	
Round Stool, No Back, Metal	4
<b>Lobby 162</b>	
Bench – Wood With Arms And Back	2
Trash Receptacles, Concrete	1
<b>Executive Director Office 141</b>	
U-Shaped Workstation With Peninsula Top, Keyboard Tray, Hutch, Files	1
Task Chair (Teknion "Advocate")	1
End Table	1
Guest Chairs	2
Bookcase, Freestanding, 5 Shelf, Wood Laminate	1
<b>Activity Coordinators 142 &amp; Reception 150</b>	
Mobile Desk With Keyboard Tray, Tall Storage Tower (2 W/Table Screens)	3

<sup>1</sup> Inventory of City owned equipment and furnishings subject to change and will be updated prior to finalization of the Agreement.

Task Chair (Teknion T-3)	5
Guest Chairs	2
Keyboard And B/B/F Storage Pedestal (For Built-In Reception Desk)	2
Telescoping Divider Screen, One-Panel Markerboard And One Fabric W/Casters	1
<b>Accounting 143 &amp; File Storage/Conference Area</b>	
Mobile Rectangular Desk With Keyboard Tray, Low Storage Pedestal	2
Task Chair (Teknion T-3)	2
Lateral File. Wood Laminate, 4 Drawers Each, With Lock	9
Conference Table 30" X 12' (Consists Of 2 Freestanding Tables)	1
Guest Chairs	12
Trash Receptacle	1
Recycling Receptacle	1
<b>Storage 144</b>	
Wardrobe Cabinet W/Doors, Metal (Off-White), Lockable	1
<b>Legal/Referral 147a &amp; 147b</b>	
Closed Door Storage Cabinet, Drawers Below With 2 Locks	2
Light Lounge Chairs, Upholstered Seat/Back, Wood Frame	5
Table Desk, 30" X 60" Wood	1
<b>Analyst &amp; Misc. Office Area 154</b>	
30" X 60" Shell Desk With Storage Pedestal Below, Keyboard Tray	2
Task Chair (Teknion T-3)	1
Guest Chair	2
<b>Office 154d</b>	
L-Shaped Desk With Keyboard Tray, Storage Below	1
Combination Storage Units; Lateral File Drawers Below, Bookcase Above	2
Task Chair (Teknion Advocate)	1
Guest Chair	2
<b>TV/Office 161</b>	
30" X 60" Shell Desk With Storage Pedestal Below, Keyboard Tray	3
Task Chair (Teknion T-3)	3
Guest Chair, Woven Leather With Arms	6
Decorative Divider Screen	2
Light Lounge Chairs, Upholstered Seat/Back, Wood Frame	9
<b>TV/Office 161 Continued</b>	
Television Cabinet With Doors, Medium, Wood	1
Recycling Receptacle	1
Trash Receptacle	1
<b>Classrooms 159 &amp; 160</b>	
Table "System" – Folding, Laminate W/Pvc Edge, 24" X 60" Rectangular	16
Table "System" – Folding, Laminate W/Pvc Edge, 48" X 30" D Half-Round	8
Stacking Chairs, Upholstered Seat, With Arms	70
Rolling Chair Dollies	4
Rolling Table Trucks	4
Podium Or Lectern, Mobile	2
Recycling Containers	2
Trash Containers	2

<b>Storage 144</b>	
<b>Social/Gathering Room 153</b>	
Meeting/Game Table, Square 36" X 36" Wood	3
Side Chairs – Woven Leather With Arms	17
Sofa, Fully Upholstered	2
Console Table, Wood	2
Lounge Chairs, Rattan With Upholstered Cushions (2 Chair Styles)	4
End Table, Wood	2
Table For Computer Work, Etc. (30" D X 60" & 90"), Wood With Grommets	2
Trash Receptacle	1
<b>Library 152</b>	
Tall Bookcases, Ganged Together, Wood With Lights At Top Shelves	4
Sofa, Fully Upholstered	1
Lounge Chairs, Rattan With Upholstered Cushions (2 Chair Styles)	3
End Table, Wood	1
Table For Computer Work, Etc. (30" D X 60" & 90"), Wood With Grommets	2
Side Chairs – Woven Leather With Arms	5
<b>Miscellaneous</b>	
Personal Trash/Recycling Containers	25



## **Exhibit H**

### **ENFORCEMENT**

A. **General:** AGENCY acknowledges that it has read and understands that, pursuant to the terms and conditions of this Contract, it is required to pay workers either a prevailing or living wage for certain activities covered by this Agreement (“Wage Provision”) and to submit certain documentation to the CITY establishing its compliance with such requirement. (“Documentation Provision.”) AGENCY further acknowledges the CITY has determined that the Wage Provision promotes each of the following (collectively “Goals”):

1. It protects CITY job opportunities and stimulates the CITY’s economy by reducing the incentive to recruit and pay a substandard wage to labor from distant, cheap-labor areas.
2. It benefits the public through the superior efficiency of well-paid employees, whereas the payment of inadequate compensation tends to negatively affect the quality of services to the CITY by fostering high turnover and instability in the workplace.
3. Pay workers a wage that enables them not to live in poverty is beneficial to the health and welfare of all citizens of San Jose because it increases the ability of such workers to attain sustenance, decreases the amount of poverty and reduces the amount of taxpayer funded social services in San Jose.
4. It increases competition by promoting a more level playing field among AGENCY with regard to the wages paid to workers.

B. **Remedies for Agency’s Breach of Prevailing Wage/Living Wage Provisions.**

1. **Withholding of Payment.** AGENCY agrees that the Documentation Provision is critical to the CITY’s ability to monitor AGENCY’s compliance with the Wage Provision and to ultimately achieve the Goals. AGENCY further agrees its breach of the Documentation Provision results in the need for additional enforcement action to verify compliance with the Wage Provision.

In light of the critical importance of the Documentation Provision, the CITY and AGENCY agree that AGENCY’S compliance with this Provision, as well as the Wage Provision, is an express condition of CITY’S obligation to make each payment due to the AGENCY pursuant to this Agreement. The CITY is **not** obligated to make any payment due the AGENCY until AGENCY has performed all of its obligations under these provisions.

Any payment by the CITY despite AGENCY’S failure to fully perform its obligations under these provisions shall not be deemed to be a waiver or any

other term or condition contained in this AGENCY or a waiver of the right to withhold payment for any subsequent breach of the Wage Provision or the Documentation Provision.

2. **Restitution:** Agency agrees that in the event of a breach of its obligations it will pay any amounts underpaid in violation of the required payments and City's administrative costs and liquidated damages and, in the case of financial assistance, to refund any sums disbursed by the City.
3. **Liquidated Damages for Breach of Wage Provision:** AGENCY agrees its breach of the Wage Provision would cause the CITY damage by undermining the Goals, and CITY's damage would not be remedied by AGENCY's payment of restitution to the workers who were paid a substandard wage. AGENCY further agrees that such damage would increase the greater the number of employees not paid the applicable prevailing wage and the longer the amount of time over which such wages were not paid.

The CITY and AGENCY mutually agree that making a precise determination of the amount of CITY'S damages as a result of AGENCY'S breach of the Wage Provision would be impracticable and/or extremely difficult. Therefore, the parties agree that, in the event of such a breach, AGENCY shall pay to the CITY as liquidated damages the sum of three (3) times the difference between the actual amount of wages paid and the amount of wages that should have been paid.

4. **Additional Remedies:** AGENCY agrees that in addition to the remedies set forth above City retains the right to suspend or terminate the Agreement for cause and to debar AGENCY, Contractor or Subcontractors from future City contracts and/or deem the recipient ineligible for future financial assistance.

**Audit Rights.** All records or documents required to be kept pursuant to this Contract to verify compliance with the Wage Provision shall be made available for audit at no cost to the CITY, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to CITY for audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be available at AGENCY's address indicated for receipt of notices in this Contract.

## ATTACHMENT I – LABOR COMPLIANCE ADDENDUM



### LABOR COMPLIANCE ADDENDUM SAN JOSÉ LIVING WAGE AND PREVAILING WAGE POLICIES

<b>AGREEMENT TITLE:</b>	<i>INSERT EITHER: "Name of Agreement" or "Service Order No. ____"</i>
<b>CONTRACTOR Name and Address:</b>	

By executing this Addendum, Contractor acknowledges and agrees that the work performed pursuant to the above referenced Agreement or Service Order is subject to all applicable provisions.

***Payment of Minimum Compensation to Employees.*** Contractor shall be obligated to pay not less than the General Prevailing Wage Rate and/or Living Wage Rate as indicated in the attached Exhibit(s) titled **Work Classification and/or Living Wage Determination**.

- A. *Prevailing Wage Requirements.*** California Labor Code and/ or Resolutions of the San Jose City Council require the payment of not less than the general prevailing rate of per diem wages and rates for holiday and overtime and adherence to all labor standards and regulations. The General Prevailing Wage Rates may be adjusted throughout the term of this Agreement. Notwithstanding any other provision of this Agreement, Contractor shall not be entitled to any adjustment in compensation rates in the event there are adjustments to the General Prevailing Wage Rates.
- B. *Living Wage Requirements.*** Any person employed by Contractor or subcontractor or City financial recipient or any subrecipient whose compensation is attributable to the City's financial assistance, who meets the following requirements is considered a covered employee. The employee: 1) is not a person who provides volunteer services, that are uncompensated except for reimbursement of expenses such as meals, parking or transportation; 2) spends at least half of his or her time on work for the City [4 hours a day or 20 hours a week]; 3) is at least eighteen (18) years of age; and 4) is not in training for the period of training specified under training standards approved by the City.
- C. *Reports.*** Contractor shall file a completed and executed copy of this Addendum with the Department of General Services. Upon award the Department of General Services shall provide the contractor with compliance documents to be completed and returned (with supporting documentation) to the Office of Equality Assurance. **These documents must be**

**returned within 10 days of receipt.** Contractor shall not perform on site work on this contract until labor compliance documents are filed. Contractor shall also report additional information, including certified payrolls, as requested by Director of Equality Assurance to assure adherence to the Policy.

**D. Coexistence with Any Other Employee Rights.** These provisions shall not be construed to limit an employee's ability to bring any legal action for violation of any rights of the employee.

**E. Audit Rights.** All records or documents required to be kept pursuant to this Agreement to verify compliance with the Wage Requirement shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be available at Contractor's address indicated for receipt of notices in this Contract.

**F. Enforcement.**

**1. General.** Contractor acknowledges it has read and understands that, pursuant to the terms and conditions of this Agreement, it is required to comply with the Wage Requirement and to submit certain documentation to the City establishing its compliance with such requirement. ("Documentation Provision") Contractor further acknowledges the City has determined that the Wage Requirement promotes each of the following (collectively "Goals"):

- a. It protects City job opportunities and stimulates the City's economy by reducing the incentive to recruit and pay a substandard wage to labor from distant, cheap-labor areas.
- b. It benefits the public through the superior efficiency of well-paid employees, whereas the payment of inadequate compensation tends to negatively affect the quality of services to the City by fostering high turnover and instability in the workplace.
- c. Paying workers a wage that enables them not to live in poverty is beneficial to the health and welfare of all citizens of San Jose because it increases the ability of such workers to attain sustenance, decreases the amount of poverty and reduces the amount of taxpayer funded social services in San Jose.
- d. It increases competition by promoting a more level playing field among contractors with regard to the wages paid to workers.

**2. Remedies for Contractor's Breach of Prevailing Wage/Living Wage Provisions.**

- a. **WITHHOLDING OF PAYMENT:** Contractor agrees that the Documentation Provision is critical to the City's ability to monitor Contractor's compliance with the Wage Requirement and to ultimately achieve the Goals. Contractor further agrees its breach of the Documentation Provision results in the need for additional

enforcement action to verify compliance with the Wage Requirement. In light of the critical importance of the Documentation Provision, the City and Contractor agree that Contractor's compliance with this Provision, as well as the Wage Requirement, is an express condition of City's obligation to make each payment due to the Contractor pursuant to this Agreement. **THE CITY IS NOT OBLIGATED TO MAKE ANY PAYMENT DUE THE CONTRACTOR UNTIL CONTRACTOR HAS PERFORMED ALL OF ITS OBLIGATIONS UNDER THESE PROVISIONS. THIS PROVISION MEANS THAT CITY CAN WITHHOLD ALL OR PART OF A PAYMENT TO CONTRACTOR UNTIL ALL REQUIRED DOCUMENTATION IS SUBMITTED.** Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of the Wage Requirement or the Documentation Provision.

- b. RESTITUTION:** Contractor agrees that in the event of a breach of its obligations it will pay any amounts underpaid in violation of the required payments and City's administrative costs and liquidated damages and, in the case of financial assistance, to refund any sums disbursed by the City.
- c. LIQUIDATED DAMAGES FOR BREACH OF WAGE PROVISION:** Contractor agrees its breach of the Wage Requirement would cause the City damage by undermining the Goals, and City's damage would not be remedied by Contractor's payment of restitution to the workers who were paid a substandard wage. Contractor further agrees that such damage would increase the greater the number of employees not paid the applicable prevailing wage and the longer the amount of time over which such wages were not paid. The City and Contractor mutually agree that making a precise determination of the amount of City's damages as a result of Contractor's breach of the Wage Requirement would be impracticable and/or extremely difficult. **THEREFORE, THE PARTIES AGREE THAT, IN THE EVENT OF SUCH A BREACH, CONTRACTOR SHALL PAY TO THE CITY AS LIQUIDATED DAMAGES THE SUM OF THREE (3) TIMES THE DIFFERENCE BETWEEN THE ACTUAL AMOUNT OF WAGES PAID AND THE AMOUNT OF WAGES THAT SHOULD HAVE BEEN PAID.**
- d. ADDITIONAL REMEDIES:** Contractor agrees that in addition to the remedies set forth above City retains the right to suspend or terminate the Agreement for cause and to debar Contractor or subcontractors from future City contracts and/or deem the recipient ineligible for future financial assistance.

City

Contractor

By \_\_\_\_\_  
Name  
Title:  
Date: \_\_\_\_\_

By \_\_\_\_\_  
Name:  
Title:  
Date: \_\_\_\_\_

